

Applicant's Guide to State and Federal Consolidated Grants

July 1, 2005 – June 30, 2007



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Chapter 1

Background of WSDOT's Public Transportation State and Federal Grant Program

The Washington State Department of Transportation (WSDOT) is responsible for distributing a variety of state and federal grants for public transportation programs. The programs covered by the 2005-2007 consolidated application process include:

- Federal Transit Administration, Sections 5310, 5311, 5311(f), and 3037 (JARC)
- State Rural Mobility Competitive
- State Paratransit/Special Needs; formula for transit systems and competitive for non-profit agencies
- State Transit Formula Revenue Equity

Appendix B provides more specific information on each of the state and federal programs.

Historical Background

In the 2003-2005 biennium, WSDOT created a new consolidated application that was used for both state and federal public transportation grants. Applicants were no longer required to submit separate applications to apply for different funding sources. In addition, applicants were not required to identify funding sources for their projects. Timelines for all state and federal funding awards were brought in line with the state biennium, thereby allowing applicants to submit their proposals for all funding only once every two years.

2005-2007 Application Cycle

Competitive projects will be evaluated on the basis of established criteria. Communities and local agencies are encouraged to coordinate their requests for capital, operating, and project development grants.

Transit agencies receiving formula funds are encouraged to submit projects at this time for those funds outside of the competitive process. This may be accomplished by completing the application form and checking the appropriate selection on the first page of the application. The application may be submitted during the 2005-2007 application cycle. These projects will not be evaluated through the competitive process, but will be awarded based on formula funding determined by the legislature. Unlike federal funding, there will be no pre-award authority for state funding, so it is crucial that these projects are submitted and contracts executed at the earliest possible date.

The schedule for the grant program has changed. Applications must be submitted to WSDOT by Wednesday, November 17, 2004. Projects that receive grants can begin July 1, 2005, and must end by June 30, 2007. The actual amount of federal funds to be distributed will be based on the annual national transportation budget, and the actual amount of state grant funds is dependent upon a biennial legislative appropriation.

What are the goals for the consolidated State and Federal Grant Program?

The overall goals of the 2005-2007 State and Federal Grant Program are as follows:

- Encourage communities to identify and address deficiencies in their paratransit/special needs, rural public transportation, and intercity connections.
- Assist local areas in determining community benefits and support for paratransit/special needs, rural public transportation, or intercity bus connections.
- Provide funding to preserve or enhance paratransit/special needs, rural public transportation, or intercity bus connections where there is a demonstrated need and measurable benefit.
- Support a sustainable network of services within and between communities.
- Establish opportunities for local jurisdictions, regional organizations, private sector agencies, state and federal governments, and tribal governments in Washington to:
 - work collaboratively;
 - ensure stakeholders have a voice in project development; and
 - encourage appropriate cost sharing on projects.

In addition, WSDOT has adopted an agency policy supporting the coordination of special needs transportation services. (See Appendix C for more specific information on this policy.)

Chapter 2

Eligibility and Project Definitions

What types of organizations are eligible to submit an application?

Type of Organization	Type of Request	Source of Funding
Rural Public Transit	Capital, Operating, Project Development	State, Federal
Small Urban Public Transit	Capital, Operating, Project Development	State
Urban Public Transit	Capital, Operating, Project Development	State
Private Non-Profit Transportation Agency	Operating, Project Development, Capital (Local Match Only)	State
Private Non-Profit Transportation Agency	Capital, Operating, Project Development	Federal
General Purpose Government – Rural	Capital, Operating, Project Development	State, Federal
Private for Profit (Intercity Bus Projects only)	Operating, Project Development Capital (Local Match Only)	State
Private for Profit (Intercity Bus Projects only)	Capital, Operating	Federal
State Agency	Capital, Operating, Project Development	State
Tribal Governments	Capital, Operating, Project Development	State, Federal
Special Districts (Schools, Ports)	Capital, Operating, Project Development	State

For definitions of organizational type check the Glossary in Appendix A.

What types of capital projects may be eligible?

All equipment purchased under these programs must be used to provide the passenger transportation services outlined in the application. Private for profit and private non-profit agencies applying for capital grants should indicate that they would accept federal funds on their application, since they may receive state grants for local match only for capital purchases. Examples of capital projects include:

- Wheelchair accessible passenger service vehicles
- Commuter vans
- Refurbishment of existing vehicles
- Vehicle retrofit for wheelchair lifts
- Replacement parts for passenger service vehicles
- Communications equipment
- Computer hardware and data systems; dispatching software
- Other equipment such as bus shelters and bicycle racks
- Pre-owned or used wheelchair accessible, passenger service vehicles (only if they are clearly identified on the application)
- Bus shelters, accessible features for sidewalks and facilities

What type of operating projects may be eligible?

Operating assistance usually consists of activities and services that are directly provided or purchased by the applicant. The project funds may be used for labor and benefits, supplies and fuel, insurance, rent and utilities, purchased services and contracts, and maintenance costs. The operating grant funds may not be used for depreciation on vehicles purchased with federal or state dollars, or costs associated with expenses incurred for timeframes outside of the grant period (such as pre-paid insurance payments). Examples of operating grants include:

- Operating assistance for rural public transportation services
- Operating assistance for special needs transportation/paratransit services
- Assistance for intercity bus operations
- Feeder bus service for the intercity network

What type of development projects may be eligible?

- Local or regional marketing plan for intercity bus, special needs, or rural public transportation
- Development of a local or regional coordination plan (RCW 47.06B)
- Agency financial and operating plan
- Updating Comprehensive Transportation Plan

The focus of the grant programs will be on the implementation and delivery of projects. For this reason, no more than 20 percent of the total funding will be granted to development projects.

Is there a match requirement for projects?

The match requirements will depend upon the type of grant you receive.

Federal grant programs require:

- Capital projects require 20 percent match for projects.

For example, if the capital cost is \$100,000, the federal grant cannot exceed \$80,000. The funds used for match must be cash, and may not have any restrictions placed on them that would restrict the services provided with the vehicle or place a lien on the equipment. Also, no other federal funds can be used to match the Federal Transit Administration's capital projects. Organizations that do not have sufficient local or partnership funding to meet the 20 percent requirement may indicate in the application that a state grant would be necessary to meet this condition.

- Operating projects require a minimum of 50 percent match.

For example, if the net operating expenses are \$100,000, the federal grant cannot exceed \$50,000. Net operating expenses are calculated by adding up all the operating expenses and subtracting the revenue collected in fares and donations. Up to one-half of the matching funds may be in-kind contributions or non-USDOT federal support, but at least one half of the matching funds must be cash derived from state, local, or private sources, including profits from contracts. For the purpose of this program, federal funds passed through or received as contract revenue from state social service agencies, such as Medicaid, are not considered to be federal funds and may be used for match. The source of funding for Job Access and Reverse Commute (JARC) grants is the Federal Transit Administration which means those funds may not be used as a match for this program.

- Project development grant programs require a 20 percent match for planning projects.

For example, if the development project costs are \$50,000, the federal grant cannot exceed \$40,000. The funds used for match must be cash. Also, no other federal funds can be used to match the Federal Transit Administration's grant. Organizations that do not have sufficient local or partnership funding to meet the 20 percent requirement may indicate in the application that a state grant would be necessary to meet this condition.

State grant programs require:

State grant programs do not have a required match, although applications that provide matching funds will be considered more responsive to the evaluation criteria.

What are “in-kind” contributions?

For the purposes of operating projects, in-kind contributions are the value of non-cash charges for real property and equipment, and the value of goods and services directly benefiting and specifically identifiable to the project. In-kind contributions must be included as project costs and the value of the services must be documented. In-kind contributions used as match for this grant application may not be used toward satisfying a cost-sharing or matching requirement of another federal grant agreement, procurement, contract, or any other award of federal funds.

Can fares and donations be used as match?

No, passenger fares and donations are considered program income. They must be deducted from gross expenditures to determine net expenditures. The total match is then deducted from the net expenditures to determine the amount to be requested in your application.

Chapter 3

Applying for Funding

When does the application process begin?

Applications and guidelines are available from WSDOT beginning Monday, August 23, 2004.

Where can an agency obtain an application?

You may call the Public Transportation Office at (360) 705-7922 to request a paper or electronic copy of the application form and guidelines.

You may also download all the documents on WSDOT's Internet site at <http://www.wsdot.wa.gov/transit/>. We suggest you check this site frequently to obtain the most current information.

If you do not have Internet access and would like an electronic version of the application form, please indicate the software type and version (i.e., Microsoft Word 6.0, etc.) in your request.

What is the application submission deadline?

Applications must be submitted to WSDOT no later than 5:00 p.m., Wednesday, November 17, 2004. Anything that is received after that date and time will be returned to the submitting agency.

How do you submit your application?

Applications must be submitted on paper with original signatures, must be complete, and must be accompanied by ten copies of the application and its attachments. WSDOT will not accept electronic submissions or facsimiles. **Applications that are incomplete or submitted improperly will not be considered for funding.**

Where do you submit your application?

Applications that are sent via U.S. mail, Federal Express, or UPS, should be sent to:

**WSDOT Public Transportation State and Federal Grant Programs
310 Maple Park, Room 1A18
P.O. Box 47387
Olympia, WA 98504-7387**

You may also hand-deliver applications to any of WSDOT's regional Highways and Local Programs Offices. The addresses and contact persons are listed below.

If your agency is located within the boundaries of the Olympic Region, you may submit your application at the WSDOT Headquarters Building in Olympia.

Note: There are some regional Highways and Local Programs Offices that close at 4:00 p.m. Please call ahead to ensure someone will be there to accept your applications.

Steinun Priem - (360) 705-7922
WSDOT Headquarters Building
310 Maple Park, Room 1A18
Olympia

Bill Pierce - (360) 905-2215
WSDOT SW Region
Highways and Local Programs Office
11018 NE 51st Circle
Vancouver

Keith Martin - (509) 324-6080
WSDOT Eastern Region
Highways and Local Programs Office
2714 North Mayfair Street
Spokane

Paul Mahre - (509) 667-3090
WSDOT North Central Region
Highways and Local Programs Office
1551 N Wenatchee Avenue
Wenatchee

Brian Hunter - (509) 577-1780
WSDOT South Central Region
Highways and Local Programs Office
2809 Rudkin Road
Union Gap

Ed Conyers - (206) 440-4729
WSDOT NW Region
Highways and Local Programs Office
15700 Dayton Avenue N, Sixth Floor
Seattle

Chapter 4

Evaluating the Applications

WSDOT has developed the criteria for evaluating all applications in collaboration with representatives from the Washington State Transit Association, Community Transportation Association of the Northwest, and the Agency Council on Coordinated Transportation.

What criteria will be used to evaluate the projects?

All applications will be scored on three components:

Project component

- ❑ Does the project establish, preserve, or improve public transportation services in a community?
- ❑ Does the project address a recognized need in the community?
- ❑ Does the project reflect a community process of coordination and input?
- ❑ Does the project appear to be feasible as described?

Applicant component

- ❑ Does the applicant report sufficient experience in managing transportation projects to provide assurance of success?
- ❑ Does the applicant report sufficient experience in managing previous grant awards?
- ❑ Does the applicant report sufficient financial capability and resources to implement and successfully carry out the project?
- ❑ Does the applicant report the leveraging of funds from other sources to support the implementation for the project?
- ❑ Does the applicant report a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources?

Performance component

- ❑ Does the project describe community benefits resulting from the grant?
- ❑ Does the project define the performance measures to be used in determining the success of the project?
- ❑ Does the project describe an active coordination effort aimed at improving efficiency and effectiveness?

How will the applications be evaluated?

The applications will be evaluated using the forced-pairs method. Each application is assigned a number and placed on a grid which pairs it with each of the other applications received. (See example of grid below.)

Sample Scoring Grid

	1	2	3	4	5	6	7	8	9	10
2	1 2	-	-	-	-	-	-	-	-	-
3	1 3	2 3	-	-	-	-	-	-	-	-
4	1 4	2 4	3 4	-	-	-	-	-	-	-
5	1 5	2 5	3 5	4 5	-	-	-	-	-	-
6	1 6	2 6	3 6	4 6	5 6	-	-	-	-	-
7	1 7	2 7	3 7	4 7	5 7	6 7	-	-	-	-
8	1 8	2 8	3 8	4 8	5 8	6 8	7 8	-	-	-
9	1 9	2 9	3 9	4 9	5 9	6 9	7 9	8 9	-	-
10	1 10	2 10	3 10	4 10	5 10	6 10	7 10	8 10	9 10	-

Figure 1. This sample-scoring grid shows how all grant applications are given numbers and placed on a grid for evaluators to use in scoring.

Each evaluator compares application 1 to application 2, chooses the superior proposal and circles the corresponding number on the grid. Application 1 is then compared to application 3 and so on until it has been compared to all other proposals.

This step is repeated with all other applications until each evaluator has compared all proposals.

Sample Scoring Grid Showing Ratings

	1	2	3	4	5	6	7	8	9	10
2	① 2	-	-	-	-	-	-	-	-	-
3	1 ③	2 ③	-	-	-	-	-	-	-	-
4	1 ④	2 ④	③ 4	-	-	-	-	-	-	-
5	1 ⑤	2 ⑤	3 ⑤	4 ⑤	-	-	-	-	-	-
6	① 6	2 ⑥	③ 6	④ 6	⑤ 6	-	-	-	-	-
7	1 ⑦	2 ⑦	③ 7	④ 7	⑤ 7	6 ⑦	-	-	-	-
8	1 ⑧	2 ⑧	③ 8	④ 8	⑤ 8	6 ⑧	7 ⑧	-	-	-
9	① 9	2 ⑨	③ 9	④ 9	⑤ 9	6 ⑨	⑦ 9	⑧ 9	-	-
10	① 10	2 ⑩	③ 10	④ 10	⑤ 10	⑥ 10	⑦ 10	⑧ 10	⑨ 10	-

Figure 2. This sample scoring grid shows how each grant application is compared against all other applications. In each comparison, the favorably rated application is circled.

The scores are tallied based on the number of times each application was chosen. The evaluation committee then reassembles to discuss their individual scores and come to a consensus on a prioritized list of projects. A recommendation is made to WSDOT for funding based on this prioritized list.

Who will evaluate applications?

WSDOT will establish Grant Review Teams to assist in the ranking and selection of projects. The Review Teams may include, but are not limited to, the following groups and organizations. These organizations will be asked to recommend individuals to serve on a 2005-2007 Grant Review Team:

- Agency Council on Coordinated Transportation
- Community Trade and Economic Development
- Washington State Transit Association
- Community Transportation Association of the Northwest
- State or Regional Aging programs
- State or regional representative from a Medicaid transportation program
- Association of Washington Cities or Washington Association of Counties
- Regional Transportation Planning Organizations/Municipal Planning Organizations

- Governor's Office on Indian Affairs or an individual representing Tribal Governments
- Community Action Councils
- Washington Utilities and Transportation Commission
- WSDOT Staff

After all projects have been evaluated, the Grant Review Team will present WSDOT with their ranked list of projects and recommendations for funding.

How will agencies know the rank of their application(s)?

WSDOT will rank projects in three groups. During May 2005 WSDOT will notify each agency of their final ranking on the Rural Public Transportation List, Special Needs/Paratransit List, and the Intercity Bus List. For projects that have been recommended for funding, WSDOT will determine the type of funding that might be available for the selected project. The actual grant awards cannot be made until the federal and state governments approve transportation budgets, and the actual appropriation levels are provided to WSDOT.

Will there be additional requirements before receiving the funds?

Each agency will be notified of either the state or federal requirements for developing a final project agreement. This may include a more defined scope of work; additional information to meet program requirements; a requirement to hold a public hearing; and/or signatures on federal certifications and assurances.

What will be in the grant contract?

Sample contracts for the state and federal grants from the 2003-2005 biennium are included in Appendix E. WSDOT reserves the right to make changes to these contracts to reflect additional requirements from the state or federal government, legal direction, or best practices.

When can the projects begin?

Successful projects may begin on or after the final WSDOT signature is made on a contract for that specific project. Unless a grantee requests otherwise in their application, the projects typically begin July 1st and last 24 months.

Note: Never make a financial commitment on a project without getting written approval from WSDOT. Unlike federal funds, there is no pre-award authority for state funds.

Chapter 5

Getting Ready to Prepare an Application

The application process includes several steps that will require advance planning in order for your grant proposal to succeed.

Can you submit more than one application?

The number of applications that an organization or agency can submit for the competitive grant process is limited to three: one capital application, one operating application, and one project development application. The exception to this would be for a transit agency submitting applications for transit formula funds outside of the competitive grant process.

The application consists of two sections: a SUMMARY of generic information for your agency; and a PROJECT SECTION to submit information on individual projects. You may use this latter section to submit one or more projects. If you wish to submit more than one project, this may be accomplished by submitting a separate PROJECT SECTION for each additional project. In this case, please number the project in the space provided in ORDER OF PRIORITY of importance to your agency's needs.

Does the project need to be included in a transportation plan?

Planning is very important for all applications. To help your project be more competitive, any project you submitted for funding should be included in your agency plan. In addition, applicants are encouraged to coordinate with local and regional planning organizations, such as city and county planning divisions and the Regional Transportation Planning Organizations (RTPOs) in your area.

Is the coordination of services and funding important in this application process?

Yes. Agencies and organizations applying for funding are expected to coordinate their services with other transportation providers in their area, as well as agencies who may be able to use or purchase the services provided by the applicant. If the project is located within a public transit service district, it is highly recommended that the local transit system be notified. This information will be requested on the application form. (For a listing and map of all the transit districts in the state, refer to Appendix F.)

Another resource for coordination is the Agency Council on Coordinated Transportation (ACCT). The ACCT Local Coordinating Coalition in your service

area, as well as all the Coordinating Coalitions and contract persons, are listed in Appendix G.

Coordination is an ongoing effort. For this application, you should use a community process for identifying the gaps that would be filled by your project. On the application form, you should also describe the outcomes or products of your efforts, and the benefits gained or expected as a result of coordination.

What documentation should you attach to your application?

In addition to the signatures from supporting agencies or organizations that you may include on your application, current letters of support received from community agencies or the general public may be attached to your application. These letters should be addressed to your agency (not WSDOT), clearly reference the specific project, and identify the benefits that will be gained if the project is funded. Letters received separate from your application will not be considered.

What additional attachments are required for capital and operating grants?

A current inventory of service vehicles

If you are applying for a capital or operating grant, your organization is required to submit a current Passenger Service Vehicle Inventory.

Note: Transit agencies that have sent WSDOT a 2004-2010 Transportation Development Plan may attach a copy of their Asset Management or Public Transportation Management System inventory list. If a transit agency elects to utilize this option and they are applying for funding to replace vehicles, the vehicles to be replaced must be clearly identified.

A map of your service area

If you are applying for a capital or operating grant, you are required to attach a map that clearly identifies the geographic area where your organization will be providing service, and/or the location of the project described in your application.

Note: If you are applying for funding for a specific route(s), identify which route(s) on the service area map.

What additional requirements are attached to acceptance of federal funds?

Job Access and Reverse Commute Projects (FTA Section 3037)

Applicants with projects that may qualify for JARC funding will be requested to submit additional information when FTA notifies WSDOT of the allocation for this program.

Certifications and Assurances

As part of a federal grant process, applicants will be required to document their willingness to comply with various federal regulations and ability to implement their proposal if funding is awarded. To demonstrate their fitness, applicants must supply the appropriate federal certifications and assurances prior to execution of contracts for grant awards. WSDOT requires annual updates of Certification and Assurances from current grantees. If you are a new grantee, you will be required to submit them within 60 days of receiving your grant award letter and prior to execution of your contract. (Please see Appendix D for a complete list of required Certifications and Assurances.) Examples include:

- Authority of Applicant and its Representative
- Current Certificate of Insurance (capital applications only, supplied by your insurance carrier listing WSDOT as loss payee)*
- Certification of Restrictions on Lobbying (applications for \$100,000 or more)
- Certification Regarding Procurement Compliance (capital applications only)
- Letter for Acceptance of the Section 5333(b) Special Warranty on your organization's letterhead (formerly Section 13c)
- Washington Utilities and Transportation Commission Certificate (non-profit passenger transportation agencies only)*
- A copy of the determination letter from the Internal Revenue Service or a copy of the application for determination to the Internal Revenue Service (non-profit agencies only)*
- A copy of the current corporate annual report, as legally filed with the Secretary of the State of Washington (non-profit agencies only)*
- Assurance of Nondiscrimination on the Basis of Disability in Federally Assisted Programs
- Alcohol Misuse and Prohibited Drug Use Certification
- Charter Service Agreement
- School Transportation Agreement
- Bus Testing Certification for new buses (rolling stock only)
- Acquisition of Rolling Stock (capital applicants purchasing vehicles only)
- Public Hearing Certification (capital applicants only)

* Items must be supplied by your agency.

How can the Certification and Assurances forms be obtained?

The forms for most of the certifications and assurances will be included in your grant award letter, if WSDOT does not already have them on file for the current year's funding.

All assurances and certifications required from your agency must be on file with WSDOT before execution of the contract for your grant award.

Can you get your application electronically?

This guide includes a copy of the application form. You may use this form to prepare your application. If you prefer to use an electronic version of the form you may:

- Download the form from the grants section of the Public Transportation Office's Web site at <http://www.wsdot.wa.gov/transit>, or
- Contact the Public Transportation Office at (360) 705-7922 and ask to have a disc mailed to you (specify software type).

Can you submit the application electronically?

No, all applications must be submitted to a location shown in Chapter 3 of this document by 5:00 pm, Wednesday, November 17, 2004.

Who can you contact for help?

If you have any questions regarding these explanations or would like assistance in preparing your application, contact:

Barb Savary	(360) 705-7926	savaryb@wsdot.wa.gov
Don Chartock	(360) 705-7928	chartod@wsdot.wa.gov
David Chenaar	(360) 705-7839	chenaar@wsdot.wa.gov

Chapter 6

Filling out the Application and Helpful Hints

This section provides an explanation on how to fill out your application form and some insights on what types of information should be included. Agencies are reminded to submit only one application per type of request (operating, capital, or project development). Please see important new information in Chapter 5 regarding submittal of multiple projects. Following are instructions for filling out the application. A blank application is included as Appendix I.

SUMMARY SECTION

All applicants should fill out this section. Complete one SUMMARY SECTION for each type (operating, capital, or project development) of application per agency/organization.

Legal Name of Agency

List your organization's corporate name as on file with the Washington State Secretary of State's Office. If your agency or company has a "doing business as" name, please note this name after the corporate name.

Federal ID Number

Include this nine-digit number that has been assigned to your agency by the U.S. Treasury Department.

Contact Person

List the person in your organization to whom all correspondence, questions, or notifications should be mailed. This person should have first-hand knowledge of the application's content and the services to be provided with the equipment, operating funds requested, or project developed.

Legislative and Congressional District

Indicate the political districts that the project will serve. If your project will be statewide, please indicate that as well.

Transit Agencies only

Indicate whether this application is to be funded by the transit formula funds allocated to your transit agency by the Washington State Legislature.

Note: If the project is to be funded by transit formula funds, this application will not be considered for evaluation as part of the competitive grant process. The project will be funded based on your formula allocation.

Cost Summary

Indicate the total amounts for all projects submitted in this application for the 24 months of the grant period, as follows:

- Total costs of all projects
 - subtract any fares and donations
- This equals the net costs for all projects
 - List the types of matching funds that you have already secured for this project.
- Subtract the total of the matching funds from the net cost amount
- The remainder will be the total grant funds (for all projects) you are requesting in this application. Make sure that these numbers are consistent with the financial information and the proposed project(s) work plan that are in other sections of the application.

Type of Grant

Check one box only on this application (see Chapter 5 for important application information). Indicate the type of grant that best describes the project (see Chapter 2 for list of eligible projects).

Type of Applicant

Check one box only (refer to Appendix A Glossary for clarification and definitions of the agency types).

Would your agency be willing to receive state/federal funds?

Refer to the table in Chapter 2 to verify that your agency is eligible to apply for various types of state or federal grants for capital, operating, or planning projects. Some agencies may elect to receive only federal funds or only state funds.

Management and Experience

All applicants should fill out this section.

What experience does your agency have with passenger transportation services?

Describe your agency's experience with the following transportation services:

- rural areas
- general public
- special needs
- intercity bus

Specifically address your experience during the last four years. If the grant request is for project development assistance, please describe your agency's planning experience.

What experience does your agency have in managing grant awards?

Describe the types of grant awards you have received in the past four years, the amount of the grant, and the specific experience of current staff in managing the grants. Under the Federal Transit Administration funds, include FTA Section 5307, 5309, 5310, 5311, 5311(f), 5313 and 3037 (JARC). Under state funds, include your experience with Rural Mobility, ACCT, Public Transportation System Account (through TIB), Paratransit/Special Needs, or other state programs.

END OF SUMMARY SECTION

PROJECT SECTION

Order of Priority

Submit one PROJECT SECTION for each project. If submitting more than one project, please number them in order of importance to your agency. Lower numbers will be considered as first priority. For example: number one would indicate your agency's highest priority in funding.

Project Title

In two sentences or less, describe the project that is being submitted for grant funds. You do not need to include justification for the project since there will be several opportunities for that information in the body of the application. You can use references to:

Sustaining dial-a-ride services; sustaining rural fixed route services; expanding services; providing a feeder service; providing an intercity bus route; purchasing new equipment; replacing equipment; expanding passenger vehicle fleet; developing a community coordination model; purchasing and installing bus shelters; updating a comprehensive transportation plan; etc.

Type of Activity

Check off the service types that best describe the activity to be funded for this project. Multiple selections are appropriate.

Service Level Information

This applies to operating and capital rolling stock projects only. Provide your agency's transportation service levels for passenger transportation services described in this project. Include only miles and hours related to revenue service (refer to Appendix A, Glossary of Terms) for each of the years requested.

Describe how these service levels estimates were developed.

Project Description

1. Provide a detailed description of the project.

Describe what you plan to do with the grant. For example, if you are requesting operating assistance to provide public transportation, intercity bus services, or special needs transportation, describe your targeted population, the type of service, the days of week, hours of day, etc. Is this

an expansion of your services or the continuation of existing services?
Describe your service area and attach a map.

If you are requesting capital assistance, describe what capital assets you propose to acquire. Will these new assets be used to expand, replace, preserve, or improve existing services? Is this a minor construction project such as the purchase and installation of bus shelters?

If you are requesting project development assistance, explain the purpose of the project. Describe the scope and level of community participation in the project. Identify the expected outcomes.

2. What is the need for this service, equipment, or project? How did your agency identify the need?

Describe why your agency needs the funding assistance requested for this project. This is your opportunity to provide a justification for the grant request.

If your request is for operational support, please identify the service needs that will be addressed. For example: general public, seniors, persons with disabilities, and/or persons with low income with employment, shopping, medical, or other needs. What access issues exist in the community? How were those issues identified? How will the needs be addressed by the project? What population groups will be targeted?

If your request is for capital assistance, describe what service improvements would be addressed by acquiring the equipment, vehicles, or capital items. If you are requesting equipment to expand your services, explain what steps your agency took to identify the need in your service area.

If you are requesting project development assistance, describe why your agency needs financial assistance for these activities in your community.

In all cases, you should explain how you identified the need and why local resources are insufficient or unavailable for your project.

3. If you receive this grant, how will your community benefit? How will you know if the project was a success?

Describe the benefits you expect from this project. Explain what processes, methods, and measures your agency used to estimate those benefits. Identify your data sources and monitoring process. What performance standards will you apply? How will you know if you have been successful?

4. Is the project described in this application included in any agency, local, regional, or statewide plan?

Check “Yes” or “No.” If checking “Yes,” indicate what planning document(s) contain your project. Describe the nature of the planning effort, and the level of community participation. If checking “No,” please indicate how the project was developed, how community input was obtained, and why it was not included in any plan.

If the project is located within a public transit area, how has the transit agency become aware of this application? Describe how this project is coordinated with or complementary to the transit agency’s six-year plan. (A listing of the transit agencies and service areas are included in Appendix F.)

Is the project included in any Community Coordination Coalition plans? (A listing of the Community Coalitions is listing in Appendix G.)

5. Describe your agency’s plan to continue the proposed project, or to proceed to the next phase, in the years after the 2005-2007 biennium.

Describe how your agency or community intends to maintain the project after the grant funds are spent. Include any plans to coordinate with other organizations, leverage other funding sources, or request additional funding from the state or WSDOT.

6. If you received grant funding in the 2003-2005 biennium, what efforts did you make to acquire permanent funding for this project?

Describe the efforts your agency or community took to sustain services provided with funding awarded in the 2003-2005 biennium. For example, went out for vote to increase local transit tax revenue. Passed? Failed?

7. Describe all your efforts to coordinate, or create partnerships, to support the proposed project.

Identify all efforts to work with other agencies and stakeholder groups. (A sample listing of such groups is included as Appendix H.) Give details of your agency’s role in and relationship with the Community Coordination Coalition, the development of a Coordination Plan, and other related activities that may be in place in your community that are subject to RCW 47.06B (ACCT). Highlight the coordination elements of this project.

Financial Information

Only fill out this section if you are requesting an operating grant or a project development grant. If this application is for capital assistance for equipment (vehicles, computer hardware), skip to Question 10 in the “Equipment Request” section.

8. For operating and development grants, please report your agency’s transportation operating budget for the past two calendar years. In the far right column, indicate how this grant request would be spent during the 2005-2007 timeframe (24 months).

Please complete the information requested showing the total cost of operating transportation services. If your agency purchases transportation services, indicate those costs in the Contracted Services line. Provide more specific information when reporting other costs in both the direct operating and administrative categories.

Note: Regardless of the type of assistance you are applying for, do not include any capital expenses in the operating budget.

Report the amount of passenger fares and donations that your agency receives. Subtract the fares and donations from the total gross operating expenses to calculate the total net operating expenses.

9. What operating revenue has your agency used in the past two years to operate your passenger transportation services? Indicate all sources of funding you will use for matching the grant request for this project.

In the first two columns, list all local, state, federal, and other revenues received, and those that are anticipated to be received by your agency for providing passenger transportation services in the years indicated.

In the column on the furthest right, list all projected local, state, federal, and other anticipated revenue to be received by your agency for providing passenger transportation services in the service area described for each project in this application. Do not include any state or federal funds that are requested in this application.

Do not include revenues that will be retained by your agency for transportation reserve accounts or revenues that are used for capital purchases.

If you are applying for operating dollars, the Total Operating Revenue (including any federal or state operating funds being requested) should equal the Total Net Operating Expenses.

Equipment Request

Complete this section only if applying for capital assistance for equipment. If applying for financial assistance for operating or project development, this section should be left blank.

10. Please indicate your equipment request.

Equipment Description

- For vehicles, identify the type of vehicle (van, minibus, or bus), passenger capacity or vehicle size, and number of wheelchair tie-down positions (make and model is not applicable).
- If you intend to purchase used vehicles, note this on your application.
- For non-vehicle equipment, such as computers or bus shelters, describe the type of equipment requested.

Quantity

Enter the number of vehicles or other equipment items you are requesting.

Replace or Expand

Indicate whether this equipment is to be used for replacement of existing equipment or expansion of services.

Unit Cost

Enter the estimated price of each vehicle or other equipment item. Prices should be estimated at higher than the current market price as to allow for inflation.

Remember: Equipment purchases may not be made until a grant is awarded and all other state and/or federal requirements have been satisfied.

Total Cost

Multiply the quantity by the unit cost.

Note: Costs associated with licensing and obtaining a title for the vehicle may be included for reimbursement if those costs are capitalized and included in the acquisition cost.

Sales Tax

For estimate purposes you should use the sales tax rate charged in your area. If you are a public transit agency, the portion of the local tax rate collected for transit purposes is not eligible for reimbursement; therefore the amount estimated should be reduced by that percentage. For example, the local tax rate in ABC County is 7.9 percent and the transit share of this tax is .3 percent, the sales tax should then be calculated at 7.6 percent.

Note: Vehicles carrying 15 passengers or less, that will be used for vanpooling or transporting persons with special transportation needs, are not subject to sales tax per RCW 82.08.0287. To exercise this option, you must apply for an exemption and be issued rideshare plates by the Department of Licensing.

Local Matching Funds for this Project

Enter the amount of the local share. For federal grants, there is a minimum required local match, 20 percent of the total project costs.

11. List the Vehicle Identification Number(s) of vehicles to be replaced.

These vehicles should also be included on your agency's inventory. Please identify the vehicles by year, make, and model as well as VIN number.

12. What is the source of the matching funds for this equipment request?

The matching funds for FTA grants cannot be derived from federal sources, must not place restrictions on the use of the equipment, and must not affect the legal ownership of the equipment.

Proposed Project Work Plan

13. Work Plan - List all major project tasks and activities in the far left column. Identify the expected project expenditures under the appropriate columns. Indicate whether the project tasks are for capital, operating or development activities.

Applicants are requested to provide a proposed schedule of the project activities and expenses. The final contract may have a more detailed scope of work that will be created using the information that is provided in this application.

14. Complete and attach the Passenger Service Vehicle Inventory Form

All applicants that own passenger vehicles must complete the Passenger Service Vehicle Inventory Form regardless of the type of assistance being requested. In addition, capital applicants requesting replacement vehicle(s) must identify which vehicle(s) they intend to replace if a grant is awarded.

Note: If your public transit agency has submitted a 2004-2010 Transportation Development Plan with a vehicle inventory for the Public Transportation Management System (PTMS) or Asset Management System, you can attach that form in place of the vehicle inventory provided. If you are requesting capital assistance for replacement vehicles, indicate which vehicle(s) you are requesting to replace on the PTMS inventory document.

END OF PROJECT SECTION

Supplemental Information Page

Complete one for each application. This page provides additional space for any information that could not be accommodated in the space allowed for each question on the application. Please make sure you refer to the question number when completing an answer on this page. The space may also be used to provide general information for the Grant Review Team as they evaluate your project application.

Attachments Checklist

Complete one for each application. Please review the required and optional attachments and check the appropriate boxes to ensure that your application contains letters committing matching funds, a vehicle inventory, a map of your service area, and letters of support.

Application Authority and Supporting Agencies/Organizations

Complete one for each application. Your application must be signed by someone authorized to sign contracts on behalf of your organization, such as the Board Chairperson or Chief Executive Officer.

Financial partners are organizations and agencies that are providing matching funds to the project. These partners must sign the application indicating their support of the project. In addition, the applicant must attach a letter from each agency that will be contributing matching funds.

Supporting agencies or organizations that are not financial contributors to this project may also sign this page indicating their support for the project within the community.

Applications that do not have signatures or that are signed by unauthorized individuals will not be accepted.

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Appendix A

Glossary of Terms

ACCT This acronym is often used in two ways. It can be used to describe a program designed to improve the coordination of transportation services for persons with special transportation needs, and it can be used to reference the council that has been created to oversee and promote the program.

- (1) Agency Council on Coordinated Transportation (ACCT) Program: the program is two-tiered. One tier addresses coordination issues at the state level and promotes coordination statewide. The second tier operates at the community level and consists of developing community coalitions to analyze local special transportation needs; develop a coordinated, special needs transportation plan; and to implement the transportation plan.
- (2) ACCT Council: comprised of nine voting members and eight nonvoting, legislative members, the Council is responsible for implementing the ACCT Program and for serving as a forum for addressing coordination issues.

Agency Plan A six-year plan, required by RCW 35.58.2795, that outlines the intended timetable for public transportation services, including a detailed program of revenues and expenditures for capital equipment acquisition, system management, and operations. Commonly referred to as the transit development plan (TDP).

Coordination Requires the cooperative participation of two or more entities and has the following characteristics:

- (1) The participating entities share responsibility for ensuring that customers can access transportation services.
- (2) There is a single entry process for customers to use to have trips arranged and scheduled, so the customer does not have to contact different locations based on which sponsoring agency is paying/providing the trip.
- (3) A process is in place so that when decisions are made by participants on facility siting or program policy implementation, the costs of transportation and the potential effects on transportation costs on other entities or programs are considered. Affected entities are given an opportunity to influence the decision if the potential impact is negative.
- (4) Open market mechanisms give all providers an opportunity to participate and allow for cost comparisons so that purchasers can select the least expensive trip most appropriate to the customer's needs.
- (5) There is flexibility in using the available vehicles in a community so that the ability to transport people is not restricted by categorical claims to vehicles.
- (6) There is maximum sharing of operating facilities and administrative services, to avoid duplication of costly program elements.
- (7) Trip sponsors and service providers have agreed on a process for allocating costs and billing when they share use of vehicles.

- (8) Minimum standards exist for safety, driver training, maintenance, and technology to eliminate barriers that may prevent sponsors from using each other's vehicles or serving each other's customers.
- (9) The resulting system of transportation services is user friendly, meaning that the coordination of eligibility, contracting, service delivery, payment, and funding structures does not negatively affect the customer's ability to access service.

Federal Funds Money appropriated by the US Congress to support a variety of programs and projects.

Federal ID Number A unique, nine-digit number assigned to all agencies, associations, entities, and organizations by the US Treasury Department.

FTA Section 5310 A federally funded, competitive grant program administered by WSDOT that provides capital assistance to private, nonprofit corporations, tribal governments, and selected county governments who provide transportation services to elderly persons and/or persons with disabilities. The funding assistance is for capital purposes and consists of an 80 percent federal contribution requiring a 20 percent local match.

FTA Section 5311 A federally funded, competitive grant program administered by WSDOT that provides funding assistance for transportation providers serving the general public in rural areas of the state. The funding assistance is available for capital and operating assistance purposes. Capital funding consists of an 80 percent federal share matched by a 20 percent local share. Operating assistance consists of a 50 percent federal contribution and a 50 percent local match.

FTA Section 5311(f) Federally funded, competitive grant programs administered by WSDOT to establish, preserve, and enhance rural and small urban intercity transportation services. Funding assistance is available for capital and operating assistance purposes. Capital funding consists of an 80 percent federal share matched by a 20 percent local share. Operating assistance consists of a 50 percent federal contribution and a 50 percent local match.

General Purpose Government-Rural Incorporated cities and towns and counties located in rural areas.

General Purpose Government-Urban Incorporated cities and counties located in urban areas.

In-Kind Contributions The value of noncash charges for real property and equipment, and the value of goods and services directly benefiting and specifically identifiable to the project. To be eligible as match, the monetary value of the in-kind contributions must be documented.

Intercity Transportation Services Regularly scheduled transportation services available to the general public that operate across jurisdictional lines and connect rural areas and urban centers along corridors; and enhance the intermodal linkage to other modes that are part of a local and/or regional transportation system.

Intermodal The ability to make convenient connections between transportation modes for people and goods. Intermodal refers to operations on or through a transportation system.

Local Funds Money appropriated by local, general-purpose government, local municipal government as defined in RCW 35.58.272, local school districts, and by local private agencies for the purpose of supporting public transportation services.

Local Match Money, or in-kind contributions, provided by potential grant recipients to match requested funding from grant programs. Local match funds can come from local, state, or federal sources depending upon individual grant program requirements.

Local Plan A document, including the objectives, principles, and standards used, that describes the policies and proposals initiated and approved by the board of county commissioners or the county council as the means for coordinating county programs and services; serves as a source of reference to aid in developing, correlating, and coordinating official regulations and controls; and serves as a means for promoting the general welfare. The plan will have different structures for participating Growth Management counties and nonparticipating counties. *Nonparticipating Counties:* the plan will consist of a land use element and a circulation element as defined in RCW 36.70.330, and may include optional elements set forth in RCW 36.70.350. *Participating Counties:* the plan will include elements addressing land use, housing, capital facilities, utilities, rural elements, and transportation as required in RCW 36.70A.070. Optional elements for the comprehensive plan are identified in RCW 36.70A.080.

Multimodal The availability of modal choices for people and goods. Multimodal is a system description for a total transportation network.

Paratransit In this context it means transportation services provided:

- (1) to individuals that have special transportation needs;
- (2) by flexible forms of public transportation services that are not operated over a fixed route, and sometimes referred to as “demand response” or “dial-a-ride”; and
- (3) for the purpose of increasing access to basic services such as education, medical, social, and employment.

Passenger Trip One person making a one-way trip from origin to destination. Changing vehicles or modes while enroute to the destination constitutes another trip. A round trip equals two passenger trips.

Persons with Special Transportation Needs Those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Private for Profit An individual or association of individuals organized for the purpose of carrying on a commercial or industrial enterprise for gain, benefit, advantage, or livelihood.

Private Non-Profit An agency not organized for profit but operated exclusively for the promotion of social welfare, no part of the net earnings of which benefits any private shareholder or individual. These agencies must comply with the requirements of Section 501(c)(3) or (4) of the United States Internal Revenue Code.

Project Development A project development grant would include a local or regional marketing plan for intercity bus, special needs, or rural public transportation; development of a local or regional coordination plan; an agency financial and operating plan; or updating a Comprehensive Transportation Plan.

Regional Transportation Plan A plan coordinating transportation planning efforts of all member jurisdictions, as required by all Regional Transportation Planning Organizations receiving funding for regional planning under the Regional Transportation Plan Program of the Growth Management Act.

Replacement Equipment Capital assets such as vehicles, equipment, and facilities acquired to replace similar equipment that outlasted their useful life periods as designated by FTA, or because of accidents or defects.

Revenue Vehicle Hour The measurement in hours that a public transportation provider operates each vehicle in fixed-route service (not including time to and from the assigned route), or makes paratransit services available for passenger service.

Revenue Vehicle Mile The measurement in miles that a public transportation provider operates each vehicle (not including the distance to or from the assigned route) for fixed-route and paratransit services.

Rural Area Incorporated and unincorporated communities and unincorporated areas in a county outside of a designated urbanized area. Total population may exceed 50,000.

Rural Mobility State-funded, competitive grants administered by WSDOT to establish, preserve, and improve rural public transportation. Projects are awarded biennially for capital, operating, construction, and planning purposes.

Rural Transit A transit provider, whose administrative headquarters is located in a rural area, that operates principally in rural areas, but can operate into and returning from urban areas.

State Agency Any agency or organization that is currently listed in the Index of State Agencies, Boards and Commissions
(<http://access.wa.gov/government/awstate.aspx>)

State Funds Money appropriated by the Washington State Legislature to support a variety of programs and projects.

Statewide Plan The statewide, multimodal transportation plan defined by RCW 47.06.040 that consists of a state-owned facilities component, a state-interest component, and is commonly titled “Washington’s Transportation Plan.”

Tribal Government The governing body or a governmental agency of any federally recognized Indian tribe, band, nation, or other organized group or community residing in Washington State.

Urban Area (Same as Urbanized Area) A geographic area of 50,000 population or more, defined by the US Bureau of the Census, with a central city and surrounding closely settled patterns. Small urban areas have populations between 50,000 and 200,000; large urban areas have populations greater than 200,000.

Urban Transit, Large A transit provider, whose administrative headquarters is located in a large urban area, that operates principally in a large urban area but may also operate into and returning from rural and small urban areas.

Urban Transit, Small A transit provider, whose administrative headquarters is located in a small urban area, that operates principally in the small urban area but may also operate into and returning from rural and large urban areas.

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Appendix B

Washington's State and Federal Grant Program Descriptions

State-funded Programs: Rural Mobility, Paratransit/Special Needs, and Transit Formula Funds

What is the Rural Mobility Grant Program?

Background

The Washington State Legislature established the Rural Mobility Grant Program in 1993 with a \$1.5 million appropriation to the Washington State Department of Transportation (WSDOT). In 2003-2005, WSDOT distributed \$6.9 million in competitive Rural Mobility grants.

Purpose

The purpose of the Rural Mobility Grant Program is to establish, preserve, and improve rural public transportation. "Rural", for the purpose of this program, is defined as those geographic areas outside the urbanized area boundaries as defined by U.S. Bureau of Census (2000 Census).

Program Goals

The specific goals of the Rural Mobility Grant Program are to:

1. Provide seed demonstration money to local areas to help them determine if the community benefits from, and there is support for, general public transportation in rural areas.
2. Provide short-term funding to preserve rural public transportation where there is a demonstrated need.
3. Provide operating support for services that connect communities.
4. Provide funding to enhance rural public transportation.
5. Provide funding to preserve capital investments.

What types of organizations are eligible to receive Rural Mobility funding?

The following types of organizations are eligible to receive Rural Mobility Grant funds. See Chapter 2 for eligibility details.

- Public transportation agencies
- Tribal governments

- Nonprofit organizations
- Local public bodies (cities, counties, and special districts)
- Private for-profit transportation service providers

What types of projects are eligible to receive Rural Mobility grant funds?

Projects must serve people in rural communities. However, the grant recipient is not required to be located in a rural area.

Grants will be available for project development, vehicle and equipment purchases, minor construction, and operating assistance.

What projects have been successful in the past?

Below are some examples of the types of projects that received Rural Mobility funding in the past six years.

- New operating services that provided public transportation in rural areas. These services primarily served a rural county with limited fixed route, demand response, or route deviated services.
- Existing rural public transportation services that had a temporary funding shortfall. The requesting organization showed how the funding shortfall occurred (such as the reduction or elimination of a grant or the temporary loss of a local contribution) and indicated how short-term funding enabled the transportation services to remain within the community.
- Community to community services that benefited rural residents along corridors identified as deficient by WSDOT.
- The purchase of new buses, and minor construction projects, such as bus shelters and other passenger amenities.

What projects would be eligible for Rural Mobility capital assistance?

The following provides a more detailed list of eligible capital projects:

- Wheelchair accessible passenger service vehicles
- Refurbishment of existing vehicles
- Vehicle retrofit for wheelchair lifts
- Replacement parts for passenger service vehicles
- Communications equipment (two-way radios)
- Computer hardware and data systems
- Other equipment such as bus shelters, bicycle racks, and other passenger amenities
- Used wheelchair accessible, passenger service vehicles (only if they are clearly identified on the application)

How must the equipment be used?

All equipment purchased under this program must be used to provide passenger transportation to the general public in rural areas and for the services outlined in the application.

What projects would be eligible for competitive Rural Mobility operating assistance?

Generally, to be eligible for operating assistance, projects must serve the general public in rural areas. There are also three other requirements for eligibility:

- A single service area for project assistance may include multiple counties only if those counties have common borders.
- An open door public access policy must be maintained to the maximum extent possible.
- The assistance must be added to existing transportation resources and not displace those moneys.

What is the Paratransit/Special Needs Grant Program?

Background

In the 2003-2005 biennium, the Washington State Legislature appropriated two new revenue programs for transportation purposes for persons with special needs.

These programs provided \$14 million in transit formula funds to be distributed to public transit agencies for maintenance efforts and new service and \$4 million in competitive funds for non-profit agencies for the establishment of new services across the state.

Definition of Paratransit

For the sole purpose of this grant program, “paratransit projects” are defined as those transportation services provided:

- a. to individuals that have special transportation needs;
- b. by flexible forms of public transportation services that are not operated over a fixed route, are sometimes referred to as “demand response” or “dial-a-ride”; and
- c. are for the purpose of increasing access to basic services such as education, medical, employment, and social activities.

Persons with special transportation needs are defined in RCW 47.06B as “those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.”

This grant program does not extend the legal responsibilities of a public transit or transportation organization beyond the current federal and state civil rights laws.

Program Goals

The specific goals of the Paratransit/Special Needs Grant Program are:

- Establish, preserve, and improve public transportation services for persons with special transportation needs.
- Enhance the access of persons with special transportation needs to healthcare, shopping, education, employment, public services, and social opportunities.
- Enable communities to identify, plan, and address the special transportation needs of their residents.
- Encourage and facilitate the coordination of transportation resources and services.
- Ensure efficient and effective use of public transportation resources.

What types of organizations are eligible to receive Paratransit/Special Needs funds?

The following types of organizations are eligible to receive Paratransit/Special Needs Grant Program funds:

- Public transportation agencies – transit formula
- Nonprofit organizations - competitive

What types of projects are eligible to receive Paratransit/Special Needs grant funds?

- Operating assistance for providing special needs transportation services to any or all of the targeted population included in the paratransit definition
- Capital assistance for equipment that benefit individuals that need special transportation
- Matching funds for federal grants that are targeted to any or all of the specific populations included in the paratransit definition
- Project development funds which could be used to implement community coordination

Capital Assistance

The following provides a more detailed list of eligible capital projects:

- Wheelchair accessible passenger service vehicles
- Refurbishment of existing vehicles
- Vehicle retrofit for wheelchair lifts
- Replacement parts for passenger service vehicles

- Communications equipment (two-way radios)
- Computer hardware and data systems, routing/scheduling/dispatching programs
- Used wheelchair accessible, passenger service vehicles (only if they are clearly identified on the application)

What are Rural Mobility Transit Formula Funds?

In the 2003-2005 biennium, the Washington State Legislature appropriated \$6 million to distribute to rural and small urban transit systems that qualify for revenue equity. These funds are allocated to public transit systems across the state based on a sales tax equalization formula. Transit systems are required to prepare a description and a related budget for each project submitted. Reporting requirements remained consistent with all other WSDOT administrated grant awards. These projects are not a part of the competitive grant process and are not evaluated by the Grant Review Team.

For the state grants, are there requirements for matching funds?

There is no matching requirement for either the Rural Mobility competitive, the Paratransit/Special Needs, or the Transit Formula Equalization grant programs. However, for competitive programs, projects that identify local contributions and show community support may be looked upon more favorably.

Can fares and donations be used as match for the state grants?

No. Passenger fares and donations are not eligible as match to these programs. WSDOT will administer both state and federal funds consistently and treat fares as a reduction to expenses rather than matching revenue. The bottom line of your funding request is not affected by this change.

What are in-kind contributions?

In-kind contributions are the value of non-cash charges for real property and equipment, and the value of goods and services directly benefiting and specifically identifiable to the project. To be eligible as match:

- The monetary value of the in-kind contributions must be documented.
- The method used for calculating the value must be approved by WSDOT.
- The value of the in-kind contribution must be included as a project expense.

Federally-funded Programs: FTA 5310, FTA 5311, FTA 5311(f) and FTA 3037

What is the FTA 5310 Program?

Title 49 USC § 5310(a) declares that the U.S. Secretary of Transportation may “make grants and loans to state and local governmental authorities to help them provide mass transportation service planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities.”

Program Goals

FTA has designed the 5310 Program to:

- improve mobility for the elderly and persons with disabilities, and
- to be available in urbanized, small urban, and rural areas of the state.

The 5310 Program requires coordination of federally assisted programs and services in order to make the most efficient use of federal resources.

Who is eligible to receive 5310 funds?

Only private, nonprofit corporations, selected brokers, and selected county governments may receive grants from the 5310 Program.

Private, nonprofit corporations

Private, nonprofit corporations are not organized for profit but operate exclusively for the promotion of social welfare, no part of the net earnings of which benefits any private shareholder or individual. These organizations, include, as members of their clientele, disabled and elderly individuals. Eligible agencies must also comply with the requirements of Section 501(c)(3) or (4) of the United States Internal Revenue Code.

Selected Brokers

Selected brokers are those bodies authorized to coordinate services for elderly persons and persons with disabilities through the state’s Medical Assistance Administration’s transportation program. Examples of selected brokers are: Human Services Council, Vancouver; Northwest Regional Council, Bellingham; Hopelink, Bellevue; and People for People, Yakima.

Selected Government Agencies

Selected government agencies are those counties who are not currently served either by a public transit agency or a non-profit agency providing dial-a-ride

services. Selected government agencies must conduct public hearings prior to submitting the application. Minutes from the hearing will be a required attachment. In addition, Tribal governments who have obtained 501(c)(3) status are also eligible to receive funding under this program

How can the 5310 funds be used?

Capital projects may include:

- Purchase and refurbishment of wheelchair accessible passenger transportation vehicles
- Communications equipment (mobile radios, base stations, etc.)
- Purchase and installation of passenger bus shelters
- Dispatching and data systems
- Computers

Does the federal government require matching funds for the 5310 capital grants and purchase service contracts?

Yes. The local share for a capital grant is 20 percent. WSDOT will permit a local share greater than 20 percent; however, in the past this has not affected the selection of projects.

Are there restrictions on the sources of the matching funds for the capital grants?

Yes. The federal requirements outline three restrictions:

1. the funds cannot be derived from federal sources,
2. no use restrictions may be put on the equipment by that funding source, and
3. the receipt of the funds from the source cannot affect the legal ownership of the equipment.

What passengers are eligible for 5310 services?

The primary transportation services provided with the equipment purchased by the 5310 funds must be for elderly and/or persons with disabilities. However, project equipment may be used in coordination with other federal passenger transportation programs so long as the services provided under those programs do not displace services provided to elderly and/or persons with disabilities.

Elderly persons include all individuals 60 years or older.

Persons with a disability have a **physical or mental impairment** that substantially limits one or more of their major life activities, including: caring for

one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and work; or being regarded as having such as an impairment.

Physical or mental impairment includes: any physiological disorder of condition, cosmetic disfigurement, or anatomical loss affecting one or more body system; any mental or psychological disorder; and certain contagious or non-contagious diseases and conditions.

A more complete definition of disability appears in 49 CFR 37.3, which carries out the provisions of the Americans with Disabilities Act with regard to transportation services.

Note: School children are eligible passengers only if they have a disability.

What is the 5311 Program?

Title 49 USC § 5311(d) authorizes states to use funds for the provision of local public transportation service in a non-urbanized area.

Program Goals

FTA has defined the goals of the 5311 Program to:

- enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services, and recreation
- assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas
- encourage and facilitate the most efficient use of all federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services
- assist the development and support of intercity bus transportation
- provide for the participation of private transportation providers in non-urbanized transportation to the maximum extent feasible

The Federal Transit Administration provides funding to ensure that all Americans, including those who live in rural and small urban areas, have access to transit to meet basic mobility needs.

Section 5311 funds are provided to the states to be used for public transportation projects in areas other than urbanized areas.

Definition of Public Transportation Services

- Public transportation, as defined by 49 U.S.C., Chapter 53, Section 5302, is mass transportation by a conveyance that provides regular and

continuing general or special transportation to the public, but does not include school bus, charter bus, or sightseeing transportation.

- Projects using these funds may be designed to maximize use by members of the general public who are transportation-disadvantaged, including elderly persons and persons with disabilities.
- Coordinated human service transportation, which primarily serves elderly persons and persons with disabilities, but which is **not restricted** from carrying other members of the public, is considered available to the general public if it is marketed as public transit service.

Who is eligible to receive 5311 funds?

State agencies, local governmental agencies and their divisions, federally recognized Indian nations, non-profit organizations, and transit agencies are eligible to receive 5311 funds.

The federal government requires each state to prepare an annual program of projects which must provide for fair and equitable distribution of funds, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other federal sources.

How can the 5311 grant funds be used?

Eligible capital assistance projects include:

- wheelchair accessible passenger transportation vehicles
- communications equipment (mobile radios, base stations, etc.)
- purchase and installation of passenger bus shelters and other passenger amenities
- durable spare vehicle components with a useful life of more than one year
- ridership and data systems
- computers
- vehicle refurbishment and/or wheelchair lift retrofits

Construction or rehabilitation of facilities such as park and ride lots, administrative offices, fueling facilities, and maintenance facilities are not eligible for funding under this program in Washington State, unless funding for the project is transferred to the 5311 Program from the Surface Transportation Program (STP).

Operating grants can be used for rural public transportation expenses to include driver, administrative, and maintenance personnel wages and benefits; fuel, oil, and other vehicle maintenance supplies; vehicle insurance; drug testing; marketing expenses; and contractual costs associated with these activities.

Title 49 USC § 5311(e) further authorizes the state to use these funds for program administration and to provide technical assistance, project planning, program management and development, coordination of mass transportation programs, and research to promote effective delivery of mass transportation to non-urbanized areas.

Does the federal government require matching funds for 5311 capital grants?

The local match for capital assistance is 20 percent of eligible expenses. WSDOT will permit a local share greater than 20 percent.

Are there restrictions on the sources of the matching funds for the 5311 capital grants?

There are few restrictions on the source of the local share for the capital projects. Those restrictions include:

- The funds cannot be derived from federal sources.
- No restrictions may be put on the use of equipment by the matching funding source.
- Receipt of the funds from the source must not affect the legal ownership of the equipment.

Projects transferred to the 5311 Program through the Surface Transportation Program may be funded with a 13.5 percent local share. The above comments regarding the source of the local share also apply to these projects.

Does the federal government require matching funds for 5311 operating grants?

The local match for operating assistance is 50 percent of the net eligible expenses. Identifying gross expenses, and subtracting fares and donations calculate “Net eligible expenses.” WSDOT will permit a local share of greater than 50 percent, however this does not affect the selection of projects.

Are there restrictions on the sources of the matching funds for the 5311 operating grants?

The source of the local match for operating grants may include federal funds from Medicaid and Area Agency on Aging that are distributed by a state social service agency. All other federal funds are not eligible to be used as match.

What is the 5311(f) Program?

Background

Title 49 USC § 5311(f) requires the state to expend not less than 15 percent of the annual 5311(f) allocation in each fiscal year to carry out a program to develop and support intercity bus transportation, unless the state certifies to the U.S. Secretary of Transportation that the intercity bus service needs of the state are being met adequately.

Program Goals

The purpose of the Intercity Bus Grant Program is to establish, preserve, and enhance rural and small urban intercity transportation. The program goals include the following:

- support connections between rural and urban areas
- support operating services to meet the intercity travel needs of residents in rural and small urban areas
- support the infrastructure of the state significant intercity bus network through capital investments in facilities, vehicles, and equipment
- support the establishment, enhancement, and preservation of essential intercity bus services connecting communities
- support a network of intercity bus services and multimodal connections within a national system

Who is eligible to receive 5311(f) funds?

The following entities are eligible to receive the Intercity Bus funds: public transportation agencies; tribal governments; nonprofit organizations; local public bodies such as cities, counties, and special districts, and private for-profit transportation service providers.

How can the 5311(f) grant funds be used?

Eligible activities under the program include:

- planning and marketing for intercity bus transportation
- operating assistance for intercity and feeder services
- capital grants for construction (e.g., intercity bus shelters)
- vehicle purchase, rehabilitation, refurbishment, and wheelchair lift retrofit
- equipment purchase

New and existing intercity services would link rural communities and urban centers along corridors provided by fixed-route bus services.

Minor route deviated service along the corridor will be determined eligible on a case-by-case basis.

Feeder bus services that are fixed-route, route deviated, and/or demand response must connect to intercity providers on corridors connecting communities.

Does the federal government require matching funds for 5311(f) capital grants?

The local share for capital assistance is 20 percent of eligible expenses. WSDOT will permit a local share greater than 20 percent. However, this will not affect the selection of project.

Are there restrictions on the sources of the matching funds for the 5311(f) capital grants?

There are few restrictions on the source of the local share for the capital projects. Those restrictions include:

- The funds cannot be derived from federal sources.
- No restrictions may be put on the use of the equipment by that matching funding source.
- Receipt of the funds from the source must not affect the legal ownership of the equipment.

Does the federal government require matching funds for 5311(f) operating grants?

The local share for operating assistance and purchased service contracts is 50 percent of the net eligible expenses. Identifying the gross expenses, and subtracting the fares and donations calculate “net eligible expense.” WSDOT will permit a local share of greater than 50 percent, however this does not affect the selection of projects.

Are there restrictions on the sources of the matching funds for the 5311(f) operating grants?

Up to one-half of the matching funds may be in-kind contributions or non-USDOT federal support, but at least one half of the matching funds must be cash derived from state, local, or private sources, including profits from contracts. In-kind contributions must also be included as project costs and the value of the services must be documented. In-kind contributions used as match for this grant application may not be used toward satisfying a match requirement of another federal grant agreement.

For the purpose of this program, federal funds passed through state social service agencies, such as Medicaid, are not considered to be federal funds and may be used for match.

Fares and donations cannot be used for the match.

Are there operating restrictions in the 5311(f) program?

Generally, to be eligible for operations assistance, projects must serve the general public in rural areas. In addition:

- An open door public access policy must be maintained to the maximum extent possible, and
- Services are advertised to the general public.

How does WSDOT select the 5311(f) projects?

WSDOT will establish a grant review team that evaluates applications and makes a recommendation to WSDOT on the distribution of funds.

What about Job Access and Reverse Commute Projects (FTA Section 3037)?

Applicants with projects that may qualify for Job Access and Reverse Commute (JARC) funding will be requested to submit additional information when FTA notifies WSDOT of the allocation for this program.

Overall Information

When do the applications need to be submitted?

WSDOT will have the applications and guidelines available at the Public Transportation Conference beginning Monday, August 23, 2004. These documents can be provided in a written format or on a disc and are also available on the WSDOT Web site. Complete applications, attachments, and letters of support must be received by WSDOT no later than 5:00 p.m. on Wednesday, November 17, 2004. Anything received after that date and time will not be evaluated.

Who will rate the applications?

WSDOT will establish teams that will be responsible for ranking all the projects. Representatives from the following groups and organization will be asked to serve on the 2005-2007 Grant Review Team:

- Agency Council on Coordinated Transportation
- Community Trade and Economic Development
- Washington State Transit Association
- an urban, small city, and rural transit agency
- Community Transportation Association of the Northwest
- a non-profit transportation provider
- a state or regional Aging Program
- Association of Washington Cities or Washington Association of Counties
- MPO/RTPO
- Community Action Councils
- Tribal Government
- Washington Utilities and Transportation Commission
- WSDOT Staff

If you have questions about these programs, whom can you contact?

If you have any questions regarding the programs, explanations, or would like assistance in preparing your application, contact:

Barb Savary	(360) 705-7926	savaryb@wsdot.wa.gov
Don Chartock	(360) 705-7928	chartod@wsdot.wa.gov
David Chenaar	(360) 705-7839	chenaar@wsdot.wa.gov

Appendix C

Policy Statement

Coordination of Special Needs Transportation

Number: P 2018.00

/s/ Paula J. Hammond

Date: April 11, 2003

Chief of Staff

Statement of Policy

It is the policy of the Washington State Department of Transportation (WSDOT) to support and advocate for the coordination of special needs transportation services. WSDOT will work with other state agencies and local communities to meet legislative intent that, “Public transportation agencies, pupil transportation programs, private nonprofit transportation providers, and other public agencies sponsoring programs that require transportation services coordinate those transportation services.” (RCW 47.06B.010)

Information to Carry out This Policy:

Supports Washington State Law

This Policy Statement carries out the Revised Code of Washington (RCW) 47.06B.

Public Transportation Office

The Public Transportation Office has lead responsibility for special needs transportation coordination.

Special Needs Defined

Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Special Needs Coordinated Transportation Defined

Special needs coordinated transportation is transportation for persons with special transportation needs that is developed through a collaborative community process involving transportation providers; human service programs and agencies; consumers, social, educational, and health service providers; employee and business representatives; employees and employee representatives; and other affected parties.

More Information Available

Special Needs Transportation WSDOT Manual M 3018.00 provides information to implement this policy.

Alternate Formats: Persons with disabilities may request this information be prepared and supplied in alternate formats by calling collect (206) 389-2839. Persons with hearing impairments may call 1-800-833-6388 (Washington State Telecommunications Relay Service) and ask for (206) 515-3683.

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Engineering Publications

Washington State Department of Transportation

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Phone: (360) 705-7430

Fax: (360) 705-6861

<http://www.wsdot.wa.gov/fasc/engineeringpublications/desEnglish/1060-E.pdf>

Introduction

The Washington State Department of Transportation (WSDOT) is responsible for a full range of programs designed to build, maintain, preserve, expand, and enhance transportation services in the state. The department operates ferry services, contracts for passenger rail services, and provides funding to a variety of public and private, community-based organizations for the provision of public transportation services. The department recognizes that there are people in the state for whom accessing transportation to needed services is problematic due to circumstances of age, income, and/or disability. The department further recognizes that resources are limited, and there is a need to more efficiently and effectively deliver services to people with special transportation needs. The coordination of services is one strategy to accomplish this, and the department worked closely with the legislature and other stakeholders to create the Agency Council on Coordinated Transportation (ACCT).

ACCT History

Access to jobs, to services, to basic life activities such as shopping, recreation, and education is a fundamental need. This need transcends jurisdictional boundaries and categorical programs. The state of Washington makes significant investments in a range of programs and services designed to meet the basic needs of its citizens. Access is the key to the success of these programs and services. A mix of formal and informal transportation programs that typically operate independently of each other has historically provided access. This creates duplication and inefficiencies where resources are typically very limited.

Over the years efforts have been made to improve transportation services through a variety of strategies, including improved coordination and integration of services. Because of a variety of structural, legal, operating, funding and regulatory barriers, these efforts have only been marginally successful.

In 1998 the legislature created the Agency Council on Coordinated Transportation (ACCT). In doing so, the legislature declared its intent that transportation services for persons with special needs should be coordinated to increase efficiencies and to improve services. In 1999 the legislature reinforced this intent by creating the Program for

Agency Coordinated Transportation (PACT). In doing so, the legislature created a two-tiered program and a definition for coordination.

The two-tiered program description sets out in statute state and local community roles for PACT. One state agency responsibility defined in statute is the development of consistent policies and procedures that support the coordination of transportation services for persons with special needs. This manual meets that requirement, along with WSDOT Policy Statement P 2018.00, Coordination of Special Needs Transportation (see Appendix A).

What is the legislative authority for special needs coordinated transportation?

RCW 47.06B defines legislative intent and describes the Program for Agency Coordinated Transportation (PACT).

What is ACCT?

ACCT is a council of state agencies, transportation providers, consumer advocates, and legislators with the mission to:

- Promote the coordination of special needs transportation.
- Provide a focal point for discussing issues, identifying barriers, and recommending appropriate changes.
- Propose appropriate legislative remedies.
- Report progress and issues to the legislature.

What is special needs coordinated transportation?

Special needs coordinated transportation is transportation for persons with special transportation needs that is developed through a collaborative community process involving transportation providers; human service programs and agencies; consumers, social, educational, and health service providers; employee and business representatives; employees and employee representatives; and other affected parties.

The transportation coordination vision is a system that:

- Serves all people with special transportation needs.
- Efficiently uses all community transportation resources.

- Is easy to access regardless of who needs the ride or who is paying for the ride.
- Is integrated and interdependent.
- Contributes to a livable community, a vital economy, and a sustainable environment.

Who are persons with special transportation needs?

Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Planning

The department is responsible for developing directions and strategies for transportation decision-making in Washington State. The completion and update of Washington's Transportation Plan (WTP) is a major part of this responsibility. The WTP tracks trends, identifies needs, and proposes strategies for meeting the transportation goals of the state. It is the product of a strong partnership with Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Organizations (RTPOs), the tribes, and local jurisdictions.

The WTP explicitly identifies as a goal that the "Transportation system provides all citizens access to basic services." This goal is supported by the following objective to "Meet all basic transportation needs for special needs populations." The department recognizes that improved coordination of services is an important strategy for meeting this goal.

To ensure that special needs coordinated transportation is supported as a strategy for meeting this goal, the department will:

1. Continue to recognize special needs transportation as a priority in the WTP supported by strategies to implement the intent of RCW 47.06B.
2. Identify special needs coordinated transportation as a state emphasis area for local "Unified Planning Work Programs," when passing planning funds through to MPOs/RTPOs.

Programs

The following applies to program policy.

1. When the department develops new programs or policies which have an impact on special needs transportation, the department will review the policy or program as to how it impacts the department's efforts to promote special needs transportation coordination. This assessment would involve providing it to the Agency Council on Coordinated Transportation (ACCT) and Program for Agency Coordinated Transportation Forum (PACT) for review in order to obtain feedback about impacts of the policy or program on special needs transportation and how it promotes coordinated transportation.
2. Evaluate programs and policies that have an impact on special needs transportation to determine if barriers to coordination exist and can be eliminated or mitigated. This evaluation shall include participation in the PACT Forum with other state agencies, and in such work groups that may be formed to address these identified barriers and issues.
3. Participate in community-based, transportation coordination coalitions to improve the coordination of special needs transportation in those communities. The purpose of this participation is to address such issues as:
 - Flexible uses of vehicles and resources
 - A single-entry process
 - A cost allocation process
 - Minimum safety standards
 - A transportation resource inventory
 - Designing a coordinated special needs transportation system

Siting of New Facilities

The department owns, leases, and rents a variety of facilities and buildings. When developing and siting new facilities that are open to, or serve, the general public, including customers with special transportation needs, the department shall:

1. Evaluate the impact of any such newly proposed or planned facility on local transportation systems, providers and users.
2. Contact local community transportation coordination coalitions as early as possible to discuss siting plans for the new facility to determine potential costs of access to the proposed facility.

3. Provide opportunity for affected local providers to identify costs and impacts in writing.
4. Incorporate such transportation impacts into the rating and evaluation system used to select facility sites by identifying an appropriate weight value for this element of the evaluation process.
5. Provide a summary report of the analysis and selection process and make that report available for review by department executives, stakeholders, and local transportation providers upon request.

Contracting and Subcontracting

The department frequently solicits grant applications/bids/proposals for public transportation services and resources, including services for persons with special transportation needs. To encourage the efficient and effective use of resources that are the responsibility of the department to manage, the following strategies will be used to encourage special needs coordinated transportation:

1. As part of the application/proposal, require applicants and respondents to provide a brief history of their experience and efforts to coordinate transportation services, and to describe any planned new efforts to improve coordination.
2. Within a competitive process, give emphasis to recognize past coordination efforts and/or proposed new efforts to coordinate services in the evaluation process.
3. As part of any contract language, require the contractor to participate in local transportation coordination coalitions in their service area that are sponsored by ACCT.
4. As part of any progress reports, require the contractor to provide a description of all activities undertaken to support coordination during the reporting period.
5. As part of the contract monitoring process, include questions, and checklist items that will assist in verifying the contractor's level of effort in support of coordination.
6. Update state management guidelines for federal grant programs to reflect and support this coordination.

Information Management and Reporting

RCW 47.06B identifies a number of tasks and responsibilities for implementing the PACT ranging from developing performance measures to reporting costs and monitoring progress. Guidelines for these responsibilities will be developed by ACCT and shared with the department and other state agencies. To comply with these requirements, the department shall:

1. Work with ACCT to develop appropriate guidelines and then implement them.
2. Track reported costs of public transportation services for persons with special needs purchased through grants administered by the department.
3. Work closely with the PACT Forum to mitigate identified coordination barriers associated with the administration and operation of department programs.
4. Compile a biennial report summarizing its coordination efforts and submit it to ACCT. The report shall be prepared by the Public Transportation Office and shall include the following information:
 - Highlight the transportation coordination activities that occurred over the preceding biennium.
 - Provide an assessment of how coordination of transportation has affected service levels, costs and quality of services.
 - An assessment of the department's level of participation in support of the PACT and in collaboration with ACCT.
 - A summary of the department's goals for supporting transportation coordination in the next biennium.

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Appendix D

Federal Certifications and Assurances

All Federal Transportation Administration (FTA) required Certifications and Assurances must be on file with the WSDOT prior to contract execution. Certifications and Assurances are valid for a calendar year. If you are a current grantee, your agency was required to submit current Certifications and Assurance in early 2004. If you are not a current grantee or are applying for a different type of funding (capital or operating), you will be required to submit the Certifications and Assurances within 60 days of receiving your grant award letter. If your application is successful, you will be required to resubmit current Certifications and Assurance annually for each calendar year of your project. Certifications and Assurances submitted for capital purchases remain effective through the useful life of that equipment or the transfer of ownership from WSDOT to the grantee.

Failure to timely submit Certifications and Assurance may jeopardize continued or future funding. Please see the Certifications and Assurances Checklist in this Appendix to determine your requirements. You may contact Patty Alvord at (360) 705-7979 or alvordp@wsdot.wa.gov to seek clarification or verify status of your Certifications and Assurances.

CERTIFICATE AND ASSURANCE CHECKLIST

Grantee: _____ **GCA** _____

Certificate and Assurances **5311 5310 5309 JARC**

Authority of Applicant and Its Representative (All Applicants)			
Standard Assurances (All Applicants)			
Intergovernmental Review Assurance (All Applicants)			
Nondiscrimination Assurance (All Applicants)			
Assurance of Nondiscrimination on the Basis of Disability (All Applicants)			
Procurement Compliance Certification (All Applicants)			
Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (All Applicants)			
Lobbying - \$100,000 or more (All Applicants)			
School Transportation Agreement (All Applicants)			
Charter Service Agreement (All Applicants)		N/A	
Private Mass Transportation Companies (Public Agencies Only)		N/A	N/A
Alcohol Misuse and Prohibited Drug Use (All Agencies except JARC Vanpool)		N/A	
Public Hearing (Capital Only)			
Acquisition of Rolling Stock (Capital Only)			
Bus Testing (Capital Only)			
Demand Responsive Service (Capital Only)			
Urbanized Area, JARC, and Clean Fuels Programs (JARC Only)	N/A	N/A	N/A
Section 5333(b) Acceptance Letter (Public Agencies)			
Corporate Annual Report as filed with Secretary of State (Non Profit Only)			
Internal Revenue Service Determination Letter (copy) (Non Profit Only)			
WA Utilities & Transportation Certificate (Non-Profit Only)			
Current Certificate of Insurance (Capital Only)			

Authority of Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable state and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

Applicant: _____
(Agency Name)

By: _____
(Name & Title of Authorized Agency Official)

(Name of Agency Attorney)

(Signature of Authorized Agency Official)

(Signature of Agency Attorney)

Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted, as required by each state, for intergovernmental review to the appropriate state and local agencies. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official) Date: _____

Sample

Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1, “Title VI Program Guidelines for Federal Transit Administration Recipients,” and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.

(3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

(4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

(6) It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Sample

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Procurement Compliance Certification

The Applicant certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

**Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB)
(SF-424B and SF-424D)**

As required by OMB, the Applicant certifies that it:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 et seq. relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;

(i) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

(j) Any other nondiscrimination statute(s) that may apply to the project;

(6) Will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, and will comply with or has complied with that Act and those U.S. DOT implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24 and FTA procedures;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of

choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(1) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements;

(2) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) Will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the awarding agency;

(11) Will record the Federal interest in the title of real property in accordance with FTA directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) Will comply with FTA requirements concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.17(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) Will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the state;

(14) Will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq. and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 U.S.C. 321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300h et seq.;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, any land from a historic site of national, state, or local significance to be used in a transportation project as protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or required by 49 U.S.C. 303;

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq.; and

(k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a-1 et seq.; and Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) Will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) Will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the Department of Transportation; and

(19) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the project.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Lobbying

A. As required by U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, the Applicant’s authorized representative certifies to the best of his or her knowledge and belief that for each application for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Private Mass Transportation Companies

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private mass transportation company or operates mass transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing mass transportation company, it has or will have:

A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;

B. Provided for the participation of private mass transportation companies to the maximum extent feasible consistent with applicable FTA requirements and policies;

C. Paid just compensation under state or local law to a private mass transportation company for its franchises or property acquired; and

D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Public Hearing

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for a public hearing with adequate prior notice of the proposed project published in a newspaper of general circulation in the geographic area to be served;
- B. Held that hearing and provided FTA a transcript or detailed report summarizing the issues and responses, unless no one with a significant economic, social, or environmental interest requests a hearing;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the urban area.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Acquisition of Rolling Stock

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Sample

Bus Testing

As required by FTA regulations, “Bus Testing,” at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

- A. Will have been tested at a bus testing facility approved by FTA; and
- B. Will have received a copy of the test report prepared on the bus model.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Charter Service Agreement

A. As required by 49 U.S.C. 5323(d) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and its recipients will:

(1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies; and

(2) Comply with the requirements of 49 CFR part 604 before providing any charter service using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C. for transportation projects.

B. As The Applicant understands that:

(1) The requirements of 49 CFR part 604 will apply to any charter service it provides,

(2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and

(3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

School Transportation Agreement

A. As required by 49 U.S.C. 5323(f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:

(1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f), and Federal regulations; and

(2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance and authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. for transportation projects.

B. As The Applicant understands that:

(1) The requirements of 49 CFR part 605 will apply to any school transportation service it provides,

(2) The definitions of 49 CFR part 605 will apply to this school transportation agreement, and

(3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Demand Responsive Service

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to persons without disabilities. When the Applicant’s service is viewed in its entirety, the Applicant’s service for persons with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) Response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Alcohol Misuse and Prohibited Drug Use

As required by FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

Sample

Urbanized Area, JARC, and Clean Fuels Programs

Each Applicant that received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1) must list the projects carried out during that Federal fiscal year with those funds in its quarterly report for the fourth quarter of the preceding Federal fiscal year. That list constitutes the report of transit enhancement projects carried out during that fiscal year, which report is required to be submitted as part of the applicant's annual certifications and assurances, in accordance with 49 U.S.C. 5307(k)(3), and is therefore incorporated by reference and made part of the Applicant's annual certifications and assurances. FTA may not award Urbanized Area Formula Program assistance to any Applicant that has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list.

A. Certifications Required for the Urbanized Area Formula Program

(1) As required by 49 U.S.C. 5307(d)(1)(A) through (J), the Applicant certifies and assures as follows:

(a) It has or will have the legal, financial, and technical capacity to carry out the proposed program of projects;

(b) It has or will have satisfactory continuing control over the use of Project equipment and facilities;

(c) It will adequately maintain the equipment and facilities;

(d) It will ensure that elderly and handicapped persons, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, or for the Job Access and Reverse Commute Program at section 3037 of the Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. 5309 note, not more than fifty (50) percent of the peak hour fare;

(e) In carrying out a procurement financed with Federal assistance authorized for the Urbanized Area Formula Program, 49 U.S.C. 5307, or the Job Access and Reverse Commute Program, section 3037 of TEA-21, 49 U.S.C. 5309 note, it: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications, and (3) will comply with applicable Buy America laws;

(f) It has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) Has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307 and, if applicable, the Job Access and Reverse Commute Grant Program, 49 U.S.C. 5309 note, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a

proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

(g) It has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) and applicable FTA policy (specifying Federal and local shares of project costs);

(h) It will comply with: 49 U.S.C. 5301(a) (requirements for transportation systems that maximize mobility and minimize fuel consumption and air pollution); 49 U.S.C. 5301(d) (requirements for transportation of the elderly and persons with disabilities); 49 U.S.C. 5303 through 5306 (planning requirements); and 49 U.S.C. 5301(d) (special efforts to design and provide mass transportation for the elderly and persons with disabilities);

(i) It has a locally developed process to solicit and consider public comment before raising fares or implementing a major reduction of transportation; and

(j) As required by 49 U.S.C. 5307(d)(1)(J), unless it has determined that it is not necessary to expend one (1) percent of the amount of Federal assistance it receives for this fiscal year apportioned in accordance with 49 U.S.C. 5336 for transit security projects, it will expend at least one (1) percent of that assistance for transit security projects, including increased lighting in or adjacent to a transit system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned transit system.

(2) As required by 49 U.S.C. 5307(k)(3), if it has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. Certification Required for Capital Leasing

As required by FTA regulations, “Capital Leases,” at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, the Applicant certifies as follows:

(1) It will not use Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset;

(2) It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and

(3) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease in the event Federal assistance is not available for capital projects in subsequent years.

C. Certification Required for the Sole Source Acquisition of an Associated Capital Maintenance Item

As required by 49 U.S.C. 5325(c), the Applicant certifies that when it procures an associated capital maintenance item as authorized by 49 U.S.C. 5307(b)(1), it will use competition, unless the original manufacturer or supplier of the item is the only source for that item and the price of that item is no more than the price similar customers pay for that item, and that for each such procurement, it will maintain sufficient records on file and easily retrievable for inspection by FTA.

D. Clean Fuels Formula Grant Program Certification

As required by 49 U.S.C. 5308(c)(2), the Applicant certifies that vehicles financed with Federal assistance provided for the Clean Fuels Formula Program, 49 U.S.C. 5308, will be operated only with clean fuels.

Applicant: _____
(Agency Name)

By: _____
(Name and Title of Authorized Agency Official)

(Signature of Authorized Agency Official)

Date: _____

**Sample Letter for Acceptance of the
Section 5333(b) Special Warranty (formerly 13c)**
(Prepared on your agency's letterhead)

Patty Alvord
Compliance and Planning Specialist
Washington State Department of Transportation
Public Transportation Office
P.O. Box 47387
Olympia, Washington 98504-7387

Dear Ms. Alvord:

The (your agency's name) hereby certifies that it will comply with all Federal statutes, regulations, Executive Orders, and administrative requirements applicable to its application made to and grants received from the Washington State Department of Transportation under 49 U.S.C. §5309, §5311, and §3037.

In addition, (your agency's name) hereby accepts all of the provisions of the Department of Labor's Special §5333(b) Warranty for Applications to the Small Urban and Rural Program. (Your agency's name)'s transportation employees (are not represented by any union, or, are represented by Local applicable number, union name, and location).

I also enclose a copy of (your agency's name)'s certificate issued by the Washington Utilities and Transportation Commission authorizing transportation services. **(Note: this paragraph does not apply to grantees that are governmental entities.)**

The provisions of 49 U.S.C. §5333(b), 29 CFR PART 215, and Section 1001 of Title 18, U.S.C., apply to all certifications and submissions in connection with applications made to and grants received from 49 U.S.C. §5309, §5311, and §3037.

The (your agency's name) certifies or affirms the truthfulness and accuracy of the contents of the statements and understands that the provisions of 31 U.S.C. §3801 et seq. are applicable thereto.

Sincerely,

(Signature and title of your
agency's board chairperson)

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sample

Appendix E

Sample Contracts

Consolidated Contract – Multiple Funding Capital Assistance

Capital Assistance Agreement	CONTRACTOR
CFDA: 20.500 FTA 5309 CFDA: 20.509 FTA 5311 CFDA: 20.513 FTA 5310 CFDA: 20.516 FTA JARC	
PROJECT COST Federal Share State Share Contractor Share Total Cost	
AGREEMENT NUMBER GCA	
Term of Project:	Scope of Project:
	Service Area:

THIS AGREEMENT, entered into by the State of Washington Department of Transportation (hereinafter referred to as “WSDOT”) and the contractor identified above (hereinafter referred to as the “Contractor”), WITNESSETH THAT:

WHEREAS, 49 U.S.C. §5309, provides funding to local governmental authorities for capital projects to replace, rehabilitate, purchase or replace buses and related equipment; and

WHEREAS, 49 U.S.C. §5310, provides funding to assist private non-profit corporations and associations for capital projects to provide transportation for the elderly and persons of disability; and

WHEREAS, 49 U.S.C. §5311, provides for funding assistance to operators of public transportation services for the specific purpose of providing public transportation services for residents of non-urbanized areas; and

WHEREAS, 49 U.S.C. §5311(f) provides for funding assistance to operators of public transportation services for the specific purpose of providing intercity bus transportation services in rural and small urban areas; and

WHEREAS, 49 U.S.C. § 3037 Job Access Reverse Commute (JARC) provides for funding assistance to operators of public transportation services for the specific purpose of transporting residents with special needs to and from work sites and work related transportation; and

WHEREAS, Washington State provides Rural Mobility and Paratransit/Special Needs funding through its biennial appropriations to WSDOT; and

WHEREAS, the State of Washington Rural Mobility provides for support of residents in Washington State; and

WHEREAS, the State of Washington Paratransit/Special Needs provides for the support of residents with special transportation needs; and

WHEREAS, the Governor of the State of Washington, in accordance with a request by the Federal Transit Administration (hereinafter referred to as “FTA”) has designated WSDOT to evaluate and select projects proposed by

operators of intercity bus transportation in rural and small urban areas, and to coordinate the resulting funding assistance, and;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the Contractor agree as follows:

Section 1

Purpose of Agreement

The purpose of this Agreement is to provide for Equipment to be used in the undertaking of transportation services to the residents of the State (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2

Scope of Project

The Contractor shall undertake and complete the purchase of the equipment described in the space titled "Scope of Project," above (hereinafter referred to as "Project equipment") and operate the Project equipment within the service area described in the space titled "Service Area", above, in accordance with the terms and conditions of this Agreement. All costs to be charged against the Agreement must be incurred within that time period. WSDOT shall make no payments for costs incurred prior to the beginning or after the ending dates as shown in the "Term of the Project".

Section 3

Time of Performance

The project period of this Agreement shall begin on the date shown in "Term of Project" above and continue through the useful life of the Project Equipment. WSDOT has defined the useful life of Project equipment in its State Management Plan and its "Guide for Managing Your Public Transportation Grant". The Contractor may not unilaterally terminate the Project.

Section 4

Contractor's Share of Project Costs

The cost of the Project shall be in the amount indicated in the space titled "Project Cost," above, and shall be borne in the manner described therein. The Contractor agrees to expend eligible funds in an amount sufficient, together with the federal funds allocated for the Project, to assure payment of the Total Cost. The Contractor further agrees that there shall be no reduction in the amount specified as the Contractor's Share unless there is a concurrent proportional reduction in the Federal share as stated in Appendix A, Scope of Work and Budget. If at any time the Contractor becomes aware that the cost which it expects to incur in the performance of the Agreement will exceed or be substantially less than the amount indicated in the space titled Total Project Cost, above, the Contractor shall notify WSDOT promptly in writing to that effect. The Contractor agrees that Project costs eligible for Federal participation must comply with the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments", or OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations", whichever is appropriate.

Section 5

Inspection Upon Delivery

The Contractor shall inspect Project equipment purchased pursuant to this Agreement at the time such equipment is delivered to the Contractor. Upon receipt and acceptance of Project equipment, the Contractor agrees that it shall be conclusively presumed, as between WSDOT and the Contractor, that the Contractor has fully inspected and acknowledged that such equipment is in good condition and repair, and that the Contractor is satisfied with such equipment.

Section 6

Miscellaneous Charges and Conditions

The Contractor shall pay all storage charges, parking charges, and fines, as well as any fees (including vehicle registration license and inspection fees [safety and emission control]), and taxes which may be imposed with respect to said equipment by a duly constituted governmental authority as the result of the Contractor's use or intended use of the Project equipment. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Contractor

Section 7

Reimbursement

A. WSDOT, using FTA grant funds and state grant funds, shall reimburse the Contractor's allowable expenses incurred in completing the Project described in Scope of Project, above. Allowable Project expenses shall be determined by WSDOT as described in WSDOT's "Guide to Managing Your Public Transportation Grant" and Appendix A, Scope of Work and Budget, if applicable, which by this reference is incorporated herein. In no event shall the total amount reimbursed by WSDOT hereunder exceed the federal or state share identified in the space titled "Project Cost," above.

B. Payment will be made by WSDOT on an incremental reimbursable basis. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The contractor's final payment request for State funding must be received by WSDOT by July 15, 2005, within 30 days of the completion of the project or within 30 days of the termination of this agreement, whichever is sooner. Any payment request for State funds received after July 15, 2005 will not be eligible for reimbursement.

Section 8

Assignments, Subcontracts, and Leases

Unless otherwise authorized in advance in writing by WSDOT, the Contractor shall not assign any Project equipment under this Agreement, or execute any contract, amendment, or change order thereto pertaining to the Project Equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement or lease or lend the Project equipment or any part thereof to be used by anyone not under the Contractor's supervision.

The Contractor agrees to include Sections 9 through 30 of this Agreement in each subcontract financed in whole or in part with Federal assistance provided by FTA; and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement, subject to the limitations set forth in Sections 21.B.2 and C.2 of this Agreement. It is further agreed that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the Contractor under this Agreement:

Statement of Financial Assistance

This contract is subject to a financial assistance contract between the Washington State Department of Transportation and the Federal Transit Administration and the appropriations of the State of Washington.

Section 9

Reports and Use of Project Equipment

A. The Contractor agrees that the Project equipment shall be used for the provision of transportation service within the area described in the space titled "Scope of Project," above, for the equipment's useful life. The Contractor further agrees that it will not use or permit the use of the Project equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project equipment to become subject to any lien, charge, or encumbrance. Should the Contractor unreasonably delay or fail to use the Project equipment during the useful life of that equipment, the Contractor agrees that it may be required to refund the entire amount of the Federal share expended on the Project. The Contractor shall immediately notify WSDOT when any Project equipment is withdrawn from Project use or when Project equipment is used in a manner substantially different from that identified in the "Scope of Project." If the project equipment is permanently removed from transportation service, the Contractor agrees to immediately contact WSDOT for instructions regarding the disposal of the project equipment. The Contractor understands that the project equipment shall be used to provide passenger service levels as described below:

1. A minimum of 100 passenger service miles per vehicle per week, or
2. A minimum of 100 one-way passenger trips per vehicle per week.

B. Reports. The Contractor shall advise WSDOT regarding the progress of the Project at such times and in such manner as WSDOT and FTA may require, including, but not limited to, interim reports. The Contractor shall keep satisfactory written records with regard to the use of Project equipment and shall submit the following reports to, and in a form and at such times prescribed by, WSDOT until the useful life of the Project equipment expires:

1. Reports shall be prepared describing the current usage of Project equipment and other data deemed relevant by WSDOT and by FTA. Those reports include, but are not limited to:
 - a) Vehicle Ridership
 - b) Vehicle Mileage
 - c) Service Hours
 - d) Equipment Maintenance
2. In the event any portion of the Project equipment is damaged and the repair of such damage will cost five hundred dollars or more, the Contractor shall notify WSDOT within seven days after the occasion of the damage, including the circumstances thereof.
3. The Contractor shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT and FTA.
4. The Contractor shall also submit to WSDOT at the beginning of each calendar year during such period, a certification that the Project equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded or reduced.

C. Remedies for Misuse or Noncompliance. The Contractor shall not use any Project equipment in a manner different from that described in Section 2 of this Agreement. If WSDOT determines that Project equipment has been used in a manner different from that described in Section 2, WSDOT may direct the Contractor to dispose of the Project equipment acquired by the Contractor in accordance with FTA procedures. WSDOT may also withhold Grant payments should it determine that the Contractor has failed to comply with any provision of this Agreement. If federal participation and funding is either reduced or canceled as a result of a breach by the Contractor, the Contractor is then liable for all damages from the breach, even though those damages exceed the price payable under the Agreement.

Section 10

Maintenance of Project Equipment

The Contractor shall make all necessary repairs and reasonably maintain the equipment to assure it remains in good and operational condition until Disposition as that term is defined in the “Guide to Managing Your Public Transportation Grant.” All service, materials, and repairs in connection with the use and operation of the Project equipment during its useful life shall be at the Contractor’s expense. The Contractor agrees to, at a minimum, service the Project equipment and replace parts at intervals recommended in the manual provided by the manufacturer of such equipment, or sooner if needed. The Contractor shall take the Project equipment to an appropriate service and repair facility for any service and repair under the manufacturer’s warranty. WSDOT and FTA shall not be liable for repairs, nor shall any such repairs be charged to either entity. The Contractor shall comply with the equipment management requirements identified in 49 CFR Part 18.32(d) or 49 CFR Part 19.34(f) whichever is appropriate, the “Common Rule,” which by this reference is incorporated herein; and any reference therein to “grantee” shall mean the Contractor. The Contractor shall retain records of all maintenance and parts replacement performed on the Project equipment. The Contractor shall provide copies of such records to WSDOT, upon request.

Section 11

General Compliance Assurance

The Contractor agrees to give reasonable guarantees that it and its subcontractors or third party contractors under this Agreement, will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, and this assurance. The Contractor agrees to comply with the provisions of 49 CFR Part 18 the “Common Rule.” The Contractor agrees to comply with such instructions as WSDOT may issue to comply with the requirements of United States and Washington State law. The Contractor agrees that the United States, any agency thereof, WSDOT and any of WSDOT’s representatives, have not only the right to monitor the compliance of the Contractor with the provisions of this assurance, but also have the right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance. It is understood by the Contractor that this assurance obligates the Contractor and any transferee of the Contractor, or said transferee’s successor(s), for the useful life of the Project equipment.

Section 12

Purchases

The Contractor shall make purchases of any equipment pursuant to this Agreement through procurement procedures approved in advance by WSDOT and consistent with provisions following:

A. **Preference for United States Products and Services.** To the extent applicable, the Contractor agrees to comply with the following U.S. preference requirements:

1. **Buy America.** The Contractor agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and with implementing guidance FTA may issue.

2. **Cargo Preference—Use of United States-Flag Vessels.** The Contractor agrees to comply with U.S. Maritime Administration regulations, “Cargo Preference—U.S.-Flag Vessels,” 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

3. **Fly America.** The Contractor understands and agrees that the Federal Government will not participate in the costs of States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 through 301-10.143. International air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 through 301-10.143.

B. **Bus Testing.** To the extent applicable, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA regulations, “Bus Testing,” 49 C.F.R. Part 665, and any revision thereto.

C. **Pre-Award and Post-Delivery Requirements.** The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. Part 663, and any revision thereto.

D. **Geographic Restrictions.** The Contractor agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by Federal statute or as permitted by FTA.

E. **Government Orders.** In case any lawful government authority shall make any order with respect to the Project or Project equipment, or any part thereof, or the parties hereto or either of them, the Contractor shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 13

Charter Service Operations

The Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which state that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation

Section 14

School Bus Operations

The Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 CFR Part 605, which state that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Section 15

Incorporation of Federal Terms

A. **Purchasing.** This Agreement’s provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in this Agreement’s provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1D, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request, which would cause WSDOT to be in violation of any FTA term or condition.

B. Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including but not limited to those listed directly or by reference in this Agreement as they may be amended or promulgated from time to time, by FTA, during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

Section 16

No Obligation by the Federal Government

A. WSDOT and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

B. No contract between the Contractor and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Contractor hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

Section 17

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 18

Ethics

A. **Code of Ethics.** The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal assistance. The code or standards shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor or subrecipient. The Contractor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Contractor's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by subcontractors or subrecipients or their agents. The contractor must fully comply with all the requirements and obligations of Chapter 42.52 RCW that govern ethics in state and local governments.

1. **Personal Conflict of Interest.** The Contractor's code or standards shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The Contractor's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.

B. **Debarment and Suspension.** The Contractor agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U.S.C. §6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

C. **Bonus or Commission.** The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for Federal financial assistance for this Project.

D. **Relationships with Employees and Officers of WSDOT.** The Contractor shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the Contractor rent or purchase any equipment and materials from any employee or officer of WSDOT.

E. **Employment of Former WSDOT Employees.** The Contractor hereby warrants that it shall not engage on a full, part time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of WSDOT without written consent of WSDOT.

F. **Restrictions on Lobbying.** The Contractor agrees to:

1. Refrain from using Federal assistance funds to support lobbying; and
2. Comply, and assure compliance by each subcontractor at any tier and each subrecipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. §1352; and
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

G. **Employee Political Activity.** To the extent applicable, the Contractor agrees to comply with the provisions of the "Hatch Act," 5 U.S.C. §§1501 through 1508, 7424 - 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The "Hatch Act" limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. §142(g), the "Hatch Act" does not apply to a non-supervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the "Hatch Act" does not otherwise apply.

H. **False or Fraudulent Statements or Claims.** The Contractor acknowledges and agrees that:

1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

Section 19

Civil Rights

The Contractor shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to:

A. **Nondiscrimination in Federal Transit Programs.** The Contractor agrees to comply, and assures compliance by each third party contractor at any tier, with the provisions of 49 U.S.C. §5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity;

B. **Nondiscrimination--Title VI of the Civil Rights Act.** The Contractor agrees to comply, and assure compliance by each third party contractor at any tier, with all requirements prohibiting discrimination on the basis of race, color, or national origin, Pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; and USDOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue;

C. **Equal Employment Opportunity.** The Contractor agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. §5332 and any implementing requirements FTA may issue. These equal employment opportunity (EEO) requirements include, but are not limited to, the following:

1. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color,

creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall also comply with any implementing requirements FTA may issue.

2. If the Contractor is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the Contractor to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate including termination of Federal financial assistance, or other measures that may affect the Contractor's eligibility to obtain future Federal financial assistance for transportation projects.

D. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1680 et seq.; with U.S. DOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal financial Assistance, 49 C.F.R. Part 25; and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

E. Nondiscrimination on the basis of Age. The Contractor agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age.

F. Disabilities-Employment. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

G. Disabilities-Access. The Contractor agrees to comply with the requirements of 49 U.S.C. §5301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 et seq., which requires the provision of accessible facilities and services; and with the Federal regulations, including any amendments thereto following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Haring and Speech Disabled," 47 C.F.R. Part 64, Subpart F; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and Any other nondiscrimination statute(s) that may apply to the Project.

H. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The Contractor agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, as amended; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, as amended; and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§290dd-3, and any subsequent amendments to these acts.

I. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with applicable Federal guidance issued in compliance with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000.

J. Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project including Chapter 49.60 RCW.

Section 20

Participation of Disadvantaged Business Enterprises

The Contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. §101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26; and

B. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The Contractor’s DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

Section 21

Energy Conservation and Environmental Requirements

A. **Energy Conservation.** The Contractor shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§6321 et seq., and any amendments thereto.

B. **Clean Water.** In the event that the federal share, identified in “Project Cost” of this Agreement exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to WSDOT and understands and agrees that the WSDOT, in turn, shall report each violation, as required, to the FTA and to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract that exceeds \$100,000 and is financed in whole or in part with Federal assistance provided by FTA.

C. **Clean Air.** In the event that the federal share, identified in “Project Cost” of this Agreement exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

1. The Contractor agrees to report each violation to WSDOT and understands and agrees that the WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 22

Accounting Records

A. **Project Accounts.** The Contractor agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable Federal regulations and other requirements that FTA may impose. The Contractor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Funds Received or Made Available for the Project.** The Contractor agrees to deposit in a financial institution, all advance Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of the Grant Agreement or Cooperative Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations

and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

C. Documentation of Project Costs and Program Income. The Contractor agrees to support all costs charged to the Project, including any approved services contributed by the Contractor or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor also agrees to maintain accurate records of all program income derived from implementing the Project, except certain income determined by FTA to be exempt from the general Federal program income requirements.

D. Checks, Orders, and Vouchers. The Contractor agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

Section 23

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, and Other Documents. During the course of the Project and for six years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 C.F.R. Part 19. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the Contractor's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The Contractor agrees to comply with the audit requirements of 49 C.F.R. § 19.26, and OMB Circular A-133, and any revision or supplement thereto. The contractor agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing Standards". The Contractor agrees to obtain any other audits required by WSDOT. Project closeout will not alter the Contractor's audit responsibilities.

C. Inspection. The Contractor agrees to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. The Contractor agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 24

Labor Provisions

A. Contract Work Hours and Safety Standards Act. The Contractor shall comply with, and shall require the compliance by each subcontractor and tier with, any applicable employee protection requirements for non-construction employees as defined by section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§327 - 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)" at 29 C.F.R. Part 5.

B. Fair Labor Standards Act. The Contractor agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§201 et seq., apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The Contractor shall comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of six years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

E. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.

F. Withholding for unpaid wages and liquidated damages. The Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

G. Transit Employee Protective Agreement. Contractor shall carry out the Project in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees of agencies receiving funds derived from 49 U.S.C. §5311 and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Section 25

Planning and Private Enterprise

FTA Requirements. The Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §§5303 through 5306, and 5323(a)(1); and joint Federal Highway Administration (FHWA)/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613; and, when promulgated, with FHWA/FTA regulations, "Metropolitan and Statewide Planning," 23 C.F.R. Part 1410 and 49 C.F.R. Part 621.

Section 26

Substance Abuse

A. Drug and Alcohol Abuse - The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to

submit annually the Management Information System (MIS) reports to WSDOT by February 28th each year for the useful life of the Project Equipment.

B. Privacy Act - The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Section 27

Liens on Equipment

WSDOT shall hold legal title to all vehicles the Contractor acquires or file a lien against any equipment the Contractor modifies using the Federal Share identified in the "Project Cost" of this Agreement. The legal title or lien shall cover 80 percent of the disposable value of the Project equipment and may be satisfied only by proper disposal of the Project equipment in a manner determined by WSDOT.

Section 28

Loss or Damage to Project Equipment

A. The Contractor, at its own expense, shall cover any loss, theft, damage, or destruction of the Project equipment using either of the following methods:

1. The Contractor shall maintain Comprehensive and Collision insurance adequate to cover the value of the Project equipment; the Contractor shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT; or
2. The Contractor shall provide a written certificate of self- insurance to WSDOT. The Contractor will cover from its own resources the costs of repairing or replacing any Project equipment, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project equipment does not result in a total loss, payments for damage shall be paid directly to the Contractor. The Contractor shall, within 30 days, either:

1. Devote all of the insurance proceeds received to repair the Project equipment and place it back in service, and the Contractor shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
2. In the event the Contractor certified to self- insurance, devote all funds necessary to repair the Project equipment and place it back into service.

C. If the Project equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The Contractor shall within 60 days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project equipment; or
2. Does not intend to replace the lost Project equipment.

D. If WSDOT determines that the total loss occurred under circumstances in which the Contractor fulfilled its obligations under this Agreement, WSDOT would either pay or rebate to the Contractor its proportionate share of such proceeds received, or take such other action with respect to such proceeds, as FTA shall allow.

Section 29

Coordination of Special Needs Transportation

It is the policy of the WSDOT to actively support coordination of special needs transportation in the State. As a condition of assistance, the contractor is required to participate in local transportation coordination coalitions in their service area that are sponsored by the Agency Council on Coordinated Transportation (ACCT).

Section 30

Protection of Sensitive Security Information

To the extent applicable, the Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. 40119(b), with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

Section 31

State, Territorial, and Local Law

Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of this Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of this Agreement violate State, territorial, or local law, or would require the Contractor to violate State, territorial, or local law, the Contractor agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

Section 32

Limitation of Liability

The Contractor shall indemnify and hold harmless WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this agreement and/or the contractors performance or failure to perform any aspect of this Agreement. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts omissions of the Contractor, its agents, employees and officers. Provided, however, that nothing herein shall require the contractor to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this agreement.

The Contractor's relation to the WSDOT shall be at all times as an independent contractor.

The Contractor specifically assumes potential liability for actions brought by Contractor's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 revised Code of Washington.

In the event either the Contractor or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of the Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

Section 33

Changed Conditions Affecting Performance

The Contractor hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

Section 34

Agreement Modifications

Either party may request changes in these provisions. Such changes, which are mutually agreed upon, shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

Section 35

Termination

A. **Termination for Convenience.** WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest or convenience for reasons including, but not limited to, the following:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise;
2. The FTA declares its agreement with WSDOT for this Project null or void, or for any other reason seeks a refund or return of the moneys it has provided to WSDOT for this Project. In this instance, the Contractor shall

return all moneys reimbursed to it by WSDOT within sixty (60) days of its receipt of a certified letter to this effect from WSDOT;

3. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;

4. The Contractor is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

5. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor;

6. In the case of a termination for the best interests or convenience of WSDOT except for 2 above, the Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WSDOT. If the Contractor has any property in its possession belonging to WSDOT, the Contractor will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. If the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

1. Takes any action pertaining to this Agreement without the approval of WSDOT, which under the procedures of this Agreement would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this Agreement, provisions identified in WSDOT's "Guide to Managing Your Public Transportation Grant," United States of America laws, Washington state laws, or local governmental laws under which the Contractor operates;

3. Abuses or misuses the equipment, including, but not limited to:

a. Failure to maintain a vehicle according to the manufacturer's standards,

b. Failure to repair damages or replace defective or broken parts in a timely manner, or

c. Failure to take any action which could affect the ability of the Project equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or

4. Fails to perform in the manner called for in this Agreement or fails to comply with, or is in violation of, any provision of this Agreement then WSDOT may terminate this contract for default. Serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default hereunder shall effect termination by default. If it is later determined by WSDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to WSDOT's satisfaction the breach or default to any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from WSDOT setting forth the nature of said breach or default WSDOT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that WSDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Section 36 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the Contractor constitute or be construed as a waiver by WSDOT of any Contractor breach, or default which and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 37 WSDOT Advice

The Contractor bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. If Contractor seeks advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the Contractor for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the Contractor.

Section 38 Subrogation

A. **Prior to Subrogation.** WSDOT may require the Contractor to take such action as may be necessary or appropriate to preserve the Contractor's right to recover damages from any person or organization alleged to be legally responsible for injury to the equipment or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the Contractor to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the Contractor shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The Contractor shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the Contractor shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project equipment. The Contractor shall attend hearings and trials, assist in securing and giving evidence, and obtain the attendance of witnesses.

Section 39 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 40 Disputes

A. **Disputes.** Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of WSDOT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of WSDOT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of WSDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. **Claims for Damages.** Should either party to the Contract suffer injury or damage to person, property, or right because of any act or omission of the other party or any of that party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the parties hereto. No action or failure to act by the WSDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 41
Venue and Process

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The Contractor hereby accepts the issuing and service of process by registered mail at the mailing address shown in the heading of this agreement under Contractor.

Section 42
Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

Section 43
Section Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Section 44
Execution and Acceptance

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 45
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 46
Affect of Invalidity of Any Provision Hereof

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 47
Execution

This Agreement is executed by the Director, Public Transportation and Rail Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation and Rail Division, or as a designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

By: _____

By: _____

JUDY GINIGER
Director, Public Transportation and Rail Division

Print Name _____
Print Title _____
Who certifies authority to execute this agreement
on behalf of the Contractor

Date: _____

Date: _____

Approved as to form:

By: JEANNE A. CUSHMAN, Assistant Attorney General
Counsel to the Public Transportation and Rail Division

Date: August 28, 2003

1:PTI

Sample

Consolidated Contract – Multiple Funding Operating Assistance

Operating Assistance Agreement	CONTRACTOR
JARC CFDA: 20.516 FTA 5311 CFDA: 20.509	
PROJECT COST Federal Share State Share Contractor Share Total Cost	
AGREEMENT NUMBER GCA	
Term of Project:	Scope of Project:
	Service Area:

THIS AGREEMENT, entered into by the Washington State Department of Transportation (hereinafter referred to as “WSDOT”) and the Contractor identified in the caption above (hereinafter referred to as the “Contractor”).

WHEREAS, 49 U.S.C. §5311 provides for funding assistance to operators of public transportation services for the specific purpose of providing public transportation services for residents of non-urbanized areas; and

WHEREAS, 49 U.S.C. §5311(f) provides for funding assistance to operators of public transportation services for the specific purpose of providing intercity bus transportation services in rural and small urban areas; and

WHEREAS, 49 U.S.C. §3037 Job Access Reverse Commute (JARC) provides for funding assistance to operators of public transportation services for the specific purpose of transporting residents with special needs to and from work sites and work related transportation; and

WHEREAS, Washington State provides Rural Mobility and Paratransit/Special Needs funding through its biennial appropriations to WSDOT; and

WHEREAS, the State of Washington Rural Mobility provides for support of residents in Washington State; and

WHEREAS, the State of Washington Paratransit/Special Needs provides for the support of residents with special transportation needs; and

WHEREAS, the Governor of the State of Washington, in accordance with a request by the Federal Transit Administration (hereinafter referred to as “FTA”), has designated WSDOT to evaluate and select projects proposed by operators of intercity bus transportation in rural and small urban areas, and to coordinate the resulting funding assistance, and;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the Contractor agree as follows:

Section 1 **Purpose of Agreement**

The purpose of this Agreement is to provide for operating assistance funds to be used for the provision of transportation services to the residents of the State (hereinafter referred to as “Project”) by the Contractor and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2

Scope of Project

The Contractor shall undertake and complete the Project, described in the caption space titled "Scope of Project" and operate the service within the service area described in the space titled "Service Area" in accordance with the terms and conditions of this Agreement. The Contractor shall commence, perform, and complete the Project within the period of time defined in the caption space titled "Term of Project." All costs to be charged against this Agreement must be incurred within the "Term of Project". WSDOT shall make no payments for costs incurred prior to the beginning or after the ending dates as shown in the "Term of Project".

Section 3

Contractor's Share of Project Costs

The cost of the Project shall be the amount indicated in the caption space titled "Project Cost," and shall be borne in the manner described therein. The Contractor agrees to expend eligible funds, together with the federal and state funds allocated for the Project, in an amount sufficient to assure payment of the Total Cost. The Contractor further agrees that there shall be no reduction in the amount specified as the Contractor's Share unless there is a concurrent proportional reduction in the Federal or State share as defined in Appendix A, Scope of Work and Budget, of this Agreement. If at any time the Contractor becomes aware that the cost, which it expects to incur in the performance of the Agreement, will exceed or be substantially less than the amount indicated in the caption space titled "Total Cost," the Contractor shall notify WSDOT promptly in writing. The Contractor agrees that Project Costs eligible for Federal participation must comply with the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments," or OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations," whichever is appropriate.

Section 4

Reimbursement

A. WSDOT, using FTA grant funds and state grant funds, shall reimburse the Contractor for the federal and state share of the Contractor's allowable expenses incurred in completing the Project as described in the caption space titled "Scope of Project." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's "Guide to Managing Your Public Transportation Grant" which by this reference is incorporated herein. In no event shall the total amount reimbursed by WSDOT hereunder exceed the Federal or State share identified in the caption space entitled "Project Cost."

B. Payment will be made by WSDOT on an incremental reimbursable basis. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The Contractor's final payment request must be received by WSDOT by July 15, 2005, within 30 days of the completion of the project, or within 30 days of the termination of this Agreement, whichever is sooner. Any payment request received after July 15, 2005 will not be eligible for reimbursement.

Section 5

Assignments and Subcontracts

Unless otherwise authorized in writing and in advance by WSDOT, the Contractor shall not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any assignee with respect to its rights and responsibilities under this Agreement.

The Contractor agrees to include Sections 8 through 22 of this Agreement in each subcontract financed in whole or in part with Federal assistance provided by FTA, and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this Agreement, subject to the limitations set forth in **Energy Conservation and Environmental Requirements** section of this Agreement. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the Contractor under this Agreement:

Statement of Financial Assistance

This Agreement is subject to a financial assistance contract between the Washington State Department of Transportation and the Federal Transit Administration, and the appropriations of the State of Washington.

Section 6 Reports

The Contractor shall prepare reports regarding services provided pursuant to this Agreement and other related information, for such periods of time and with such frequency as prescribed in WSDOT's "Guide to Managing Your Public Transportation Grant." Those reports include, but are not limited to:

- A. Passenger Trips Provided
- B. Project Service Hours Provided
- C. Project Service Miles Provided
- D. Narrative Progress Report
- E. Financial status of the project
- F. Drug Abuse and Alcohol Misuse Testing compliance reports as required in this Agreement
- G. Goods and services purchased from Disadvantaged Business Enterprises (DBEs)

Section 7 General Compliance Assurance

The Contractor agrees to give reasonable guarantees that it and its subcontractors or assignees under this Agreement will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, and this assurance. The Contractor agrees to comply with the requirements of the "Common Rule" as applicable pursuant to 49 C.F.R. Part 18 or 49 C.F.R. Part 19. The Contractor agrees to comply with such instructions as prescribed in WSDOT's "Guide to Managing Your Public Transportation Grant" and to comply with the requirements of United States and Washington State law. The Contractor agrees that the United States and any agency thereof, and/or WSDOT and any of WSDOT's representatives, have the right to monitor the compliance of the Contractor with the provisions of this assurance, and also have the right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance pursuant to 49 U.S.C §5311. It is understood by the Contractor that this assurance obligates the Contractor and any transferee of the Contractor, or said transferee's successor(s), for entire term of this Project.

Section 8 Purchases

The Contractor shall make purchases of any incidental goods or supplies essential to this Agreement through procurement procedures approved in advance by WSDOT and consistent with the following provisions:

A. **General Procurement Requirements.** The Contractor shall comply with the applicable procurement procedures identified in FTA Circular 4220.1D, "Third Party Contracting Requirements," and any revision or replacement thereof; and applicable Federal regulations or requirements identified in 49 U.S.C. Part 18, "Uniform Administrative Requirements," and any amendments thereof, which by this reference are incorporated herein; any reference therein to "Grantee" shall mean the Contractor.

B. **Preference for United States Products and Services.** To the extent applicable, the Contractor agrees to comply with the following U.S. preference requirements:

Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and with implementing guidance FTA may issue.

Cargo Preference—Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

Fly America. The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

C. Geographic Restrictions. The Contractor agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by Federal statute or as permitted by FTA.

D. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project equipment, or any part thereof, or the parties hereto or either of them, the Contractor shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 9 Charter Service Operations

The Contractor shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which state that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

Section 10 School Bus Operations

The Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, which state that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Section 11 Incorporation of Federal Terms

A. Purchasing. This Agreement’s provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in this Agreement’s provisions. All applicable requirements and contractual provisions as set forth in FTA Circular 4220.1D are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request that would cause WSDOT to be in violation of any FTA term or condition.

B. Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including but not limited to those listed directly or by reference in this Agreement as they may be amended or promulgated from time to time, by FTA, during the term of this Agreement. The Contractor’s failure to so comply shall constitute a material breach of this Agreement.

Section 12 No Obligation by the Federal Government

A. WSDOT and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

B. No contract between the Contractor and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT’s specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Contractor hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

Section 13 Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 14 Ethics

A. **Code of Ethics.** The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal assistance. The code or standards shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor or subrecipient. The Contractor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Contractor's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by subcontractors or subrecipients or their agents. The Contractor must fully comply with all the requirements and obligations of Chapter 42.52 RCW that governs ethics in state and local governments.

1. **Personal Conflict of Interest.** The Contractor's code or standards shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The Contractor's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or impair its objectivity in performing the contract work.

B. **Debarment and Suspension.** The Contractor agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

C. **Bonus or Commission.** The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for Federal financial assistance for this Project.

D. **Relationships with Employees and Officers of WSDOT.** The Contractor shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the Contractor rent or purchase any equipment and materials from any employee or officer of WSDOT.

E. **Employment of Former WSDOT Employees.** The Contractor hereby warrants that it shall not engage on a full-, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of WSDOT without written consent of WSDOT.

F. **Restrictions on Lobbying.** The Contractor agrees to:

1. Refrain from using Federal assistance funds to support lobbying;
2. Comply, and assure compliance by each subcontractor at any tier and each subrecipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352; and
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

G. **Employee Political Activity.** To the extent applicable, the Contractor agrees to comply with the provisions of the "Hatch Act," 5 U.S.C. §§ 1501 through 1508, 7424 - 7326, and Office of Personnel Management regulations, "Political

Activity of State or Local Officers or Employees,” 5 C.F.R. Part 151. The “Hatch Act” limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. § 142(g), the “Hatch Act” does not apply to a non-supervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the “Hatch Act” does not otherwise apply.

H. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that: The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

Section 15 Civil Rights

The Contractor shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to:

A. Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assures compliance by each third-party contractor at any tier, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

B. Nondiscrimination—Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure compliance by each third-party contractor at any tier, with all requirements prohibiting discrimination on the basis of race, color, or national origin, Pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; and USDOT regulations, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

C. Equal Employment Opportunity. The Contractor agrees to comply, and assures compliance by each third-party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. These equal employment opportunity (EEO) requirements include, but are not limited to, the following:

1. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall also comply with any implementing requirements FTA may issue.

2. If the Contractor is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the Contractor to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of Federal financial assistance, or other measures that may affect the Contractor’s eligibility to obtain future Federal financial assistance for transportation projects.

D. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1680 et seq.; with U.S. DOT regulations “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal financial Assistance,” 49 C.F.R. Part 25; and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

E. Nondiscrimination on the basis of Age. The Contractor agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age.

F. **Disabilities-Employment.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

G. **Disabilities-Access.** The Contractor agrees to comply with the requirements of 49 U.S.C. §5301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 et seq., which requires the provision of accessible facilities and services; and with the Federal regulations, including any amendments thereto following: U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630; U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and any other nondiscrimination statute(s) that may apply to the Project.

H. **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with applicable Federal guidance issued in compliance with Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000.

I. **Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project, including Chapter 49.60 RCW.

Section 16

Participation of Disadvantaged Business Enterprises

The Contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26; and

B. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The Contractor’s DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

Section 17

Energy Conservation and Environmental Requirements

A. **Energy Conservation.** The Contractor shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq., and any amendments thereto.

B. Environmental Protection. The Recipient agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*, Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; the joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and, when promulgated, FHWA/FTA joint regulations, “NEPA and Related Procedures for Transportation Decision Making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.

C. Clean Water. In the event that the Federal share, identified in “Project Cost” of this Agreement, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

1. The Contractor agrees to report each violation to WSDOT and understands and agrees that WSDOT, in turn, shall report each violation, as required, to the FTA and to the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract that exceeds \$100,000 and is financed in whole or in part with Federal assistance provided by FTA.

D. Clean Air. In the event that the federal share, identified in “Project Cost” of this Agreement exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*

1. The Contractor agrees to report each violation to WSDOT and understands and agrees that WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 18

Accounting Records

A. Project Accounts. The Contractor agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable Federal regulations and other requirements that FTA imposes. The Contractor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to WSDOT and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. Funds Received or Made Available for the Project. The Contractor agrees to deposit in a financial institution, all advance Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of the Grant Agreement or Cooperative Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

C. Documentation of Project Costs and Program Income. The Contractor agrees to support all costs charged to the Project, including any approved services contributed by the Contractor or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor also agrees to maintain accurate records of all program income derived from implementing the Project, except certain income determined by FTA to be exempt from the general Federal program income requirements as prescribed in WSDOT’s “Guide to Managing Your Public Transportation Grant.”

D. Checks, Orders, and Vouchers. The Contractor agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

Section 19

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, and Other Documents. During the course of the Project and for six years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth

in 49 C.F.R. Part 19. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned 6-year period then the Contractor's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The Contractor agrees to comply with the audit requirements of 49 C.F.R. § 19.26, and OMB Circular A-133, and any revision or supplement thereto. The Contractor agrees that audits will be carried out in accordance with the U.S. General Accounting Office "Government Auditing Standards." The Contractor agrees to obtain any other audits required by WSDOT. Project closeout will not alter the Contractor's audit responsibilities.

C. Inspection. The Contractor agrees to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. The Contractor agrees to require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract, and to audit the books, records, and accounts involving that third-party contract as it affects the Project.

Section 20

Labor Provisions

A. Contract Work Hours and Safety Standards Act. The Contractor shall comply with, and shall require the compliance by each subcontractor any tier with, any applicable employee protection requirements for non-construction employees as defined by section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§327 - 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," at 29 C.F.R. Part 5.

B. Fair Labor Standards Act. The Contractor agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§201 et seq., apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The Contractor shall comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Project work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of six years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

E. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section, the Contractor, and any subcontractor responsible therefore, shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C of this section.

F. **Withholding for unpaid wages and liquidated damages.** The Contractor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

G. **Transit Employee Protective Agreement.** Contractor shall carry out the Project in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees of agencies receiving funds derived from 49 U.S.C. §5311 and to meet the employee protective requirements of 49 U.S.C. §5333(b) and any amendments thereto. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Section 21 Planning and Private Enterprise

FTA Requirements. The Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §§ 5303 through 5306, and 5323(a)(1); and joint Federal Highway Administration (FHWA)/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613; and, when promulgated, with FHWA/FTA regulations, "Metropolitan and Statewide Planning," 23 C.F.R. Part 1410 and 49 C.F.R. Part 621.

Section 22 Substance Abuse

A. **Drug and Alcohol Abuse.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. The Contractor agrees further to submit annually the Management Information System (MIS) reports to WSDOT by February 28th each year for the useful life of the Project Equipment.

B. **Privacy Act.** The Contractor agrees that it and its employees will comply with the confidentiality and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, the Public Health Service Act of 1912, 42 U.S.C. §§290dd-3, and any subsequent amendments to these acts. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that it and its employees may be subject to civil and criminal penalties for violation of the privacy requirements of these laws and that failure to comply with the terms of any of these laws may result in termination of this Agreement.

Section 23 Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the State. As a condition of assistance, the Contractor is required to participate in local transportation coordination coalitions in their service area that are sponsored by the Agency Council on Coordinated Transportation (ACCT).

Section 24

Protection of Sensitive Security Information

To the extent applicable, the Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. 40119(b) with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may have.

Section 25

State, Territorial, and Local Law

Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of this Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of this Agreement violates State, territorial, or local law, or would require the Contractor to violate State, territorial, or local law, the Contractor agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

Section 26

Limitation of Liability

The Contractor shall indemnify and hold harmless WSDOT, its agents, employees, and officers from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement. This indemnity provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the contractor, its agents, employees, and officers. Provided, however, that nothing herein shall require the Contractor to indemnify and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees, or officers. The indemnification and hold harmless provision shall survive termination of this agreement.

The Contractor's relation to WSDOT shall be at all times as an independent contractor.

The Contractor specifically assumes potential liability for actions brought by Contractor's employees and/or subcontractors and, solely for the purposes of this indemnification and defense, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

In the event either the Contractor or WSDOT incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section of the Agreement against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party.

Section 27

Changed Conditions Affecting Performance

The Contractor hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

Section 28

Agreement Modifications

Either party may request changes in these provisions. Any changes to the provisions of this Agreement must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

Section 29 Termination

A. **Termination for Convenience.** WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest or convenience for reasons including, but not limited to, the following:

1. The requisite Federal funding becomes unavailable through failure of appropriation or otherwise.
2. The FTA declares its agreement with WSDOT for this Project null or void, or for any other reason seeks a refund or return of the moneys it has provided to WSDOT for this Project. In this instance, the Contractor shall return all moneys reimbursed to it by WSDOT within sixty (60) days of its receipt of a certified letter to this effect from WSDOT.
3. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
4. The Contractor is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
5. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor.
6. In the case of a termination for the best interests or convenience of WSDOT except for number 2 above, the Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WSDOT. If the Contractor has any property in its possession belonging to WSDOT, the Contractor will account for the same, and dispose of it in the manner WSDOT directs.

B. **Termination for Default.** WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor if the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

Takes any action pertaining to this Agreement without the approval of WSDOT, which under the procedures of this Agreement would have required the approval of WSDOT;

Jeopardizes its ability to perform pursuant to this Agreement, provisions identified in WSDOT's "Guide to Managing Your Public Transportation Grant," United States of America laws, Washington State laws, or local governmental laws under which the Contractor operates;

Fails to perform in the manner called for in this Agreement, or fails to comply with, or is in violation of, any provision of this Agreement, then WSDOT may terminate this Agreement for default. Serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default hereunder shall effect termination by default. If it is later determined by WSDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

WSDOT, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to WSDOT's satisfaction the breach or default to any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor or written notice from WSDOT setting forth the nature of said breach or default, WSDOT shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that WSDOT elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Section 30 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the Contractor constitute or be construed as a waiver by WSDOT of any Contractor breach or default, which and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 31 WSDOT Advice

The Contractor bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. Although the Contractor is encouraged to seek the advice of WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the Contractor for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the Contractor.

Section 32 Subrogation

A. **Prior to Subrogation.** WSDOT may require the Contractor to take such action as may be necessary or appropriate to preserve the Contractor's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the Contractor to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the Contractor shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The Contractor shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the Contractor shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The Contractor shall attend hearings and trials, assist in securing and giving evidence, and obtain the attendance of witnesses.

Section 33 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 34 Disputes

A. **Disputes.** Disputes arising in the performance of obligations under this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WSDOT. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the Contractor delivers a written appeal to the authorized representative of WSDOT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of WSDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

C. **Claims for Damages.** Should either party to this Agreement suffer injury or damage to person, property, or right because of any act or omission of the other party or any of that party's employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights, and remedies of the parties hereto. No action or failure to act by the WSDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the

Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

Section 35

Venue and Process

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The Contractor hereby accepts the issuing and service of process by registered mail at the mailing address shown in the heading of this agreement under Contractor.

Section 36

Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

Section 37

Section Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Section 38

Execution and Acceptance

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 39

Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein or made by written amendment hereto.

Section 40

Affect of Invalidity of Any Provision Hereof

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 41

Execution

This Agreement is executed by the Director, Public Transportation and Rail Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation and Rail Division, or as a designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

By: _____

JUDY GINIGER, Director
Public Transportation and Rail Division

By: _____

Print Name: _____

Title: _____

Who certifies proper authority to execute
this agreement on behalf of the Contractor.

Date: _____

Date: _____

Approved as to form:

By: JEANNE A. CUSHMAN, Assistant Attorney General
Counsel to the Public Transportation and Rail Division

Date: August 28, 2003

1:PTI

Sample

State Contract – Capital Assistance

State of Washington Capital Assistance Agreement	CONTRACTOR
PROJECT COST State Share Contractor Share Total Cost	
AGREEMENT NUMBER GCA	Scope of Project:
Term of Project:	Service Area:

THIS AGREEMENT, entered into by the Washington State Department of Transportation (hereinafter referred to as “WSDOT”) and the contractor identified above (hereinafter referred to as the “Contractor”), WITNESSETH THAT:

WHEREAS, the State of Washington has appropriated Rural Mobility Funds to provide transportation for the residents in the State of Washington, and

WHEREAS, the State of Washington has appropriated ParaTransit/Special Needs Fund to provide transportation to the residents who have special needs, and

NOW, THEREFORE, WSDOT and the Contractor agree to the following terms and conditions:

Section 1

Purpose of Agreement

The purpose of this Agreement is to provide for Equipment to be used in the provision of transportation services to the residents of the State of Washington (hereinafter referred to as “Project”), by the Contractor and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2

Scope of Project

The Contractor shall undertake and complete the purchase of the equipment described in the space titled “Scope of Project,” above (hereinafter referred to as “Project Equipment”), and operate the Project Equipment within the service area described in the space titled “Scope of Project”, above, in accordance with the terms and conditions of this Agreement.

Section 3

Time of Performance

The project period of this Agreement shall begin on the date shown in “Term of Project” above and continue through the useful life of the Project Equipment. WSDOT has defined the useful life of Project Equipment in its State Management Plan and its Guide for Managing Your Public Transportation Grant, which by reference are incorporated herein. The Contractor may not unilaterally terminate the Project.

Section 4

Contractor’s Share of Project Costs

The cost of the Project shall be in the amount indicated in the space titled “Project Cost,” above, and shall be borne in the manner described therein. The Contractor agrees to expend eligible funds in an amount sufficient, together with the state funds allocated for the Project, to assure payment of the Total Cost. The Contractor further agrees that there shall be no reduction in the amount specified as the Contractor’s share unless there is a concurrent proportional reduction in the state share. If at any time the Contractor becomes aware that the cost which it expects to incur in the performance of the

Agreement will exceed or be substantially less than the amount indicated in the space titled Total Project Cost, above, the Contractor shall notify WSDOT promptly in writing to that effect.

Section 5

Inspection Upon Delivery

The Contractor shall inspect Project Equipment purchased pursuant to this Agreement at the time of delivery to the Contractor. Upon receipt and acceptance of Project Equipment, the Contractor agrees that it shall be conclusively presumed, as between WSDOT and the Contractor, that the Contractor has fully inspected and acknowledged that the Project Equipment is in good condition and repair, and that the Contractor is satisfied with the Project Equipment.

Section 6

Miscellaneous Charges and Conditions

The Contractor shall pay all storage charges, parking charges, and fines, as well as any fees (including vehicle registration, license and inspection fees (safety and emission control), and taxes which may be imposed with respect to the Project Equipment by a duly constituted governmental authority as the result of the Contractor's use or intended use of the Project Equipment. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Contractor.

Section 7

Reimbursement

A. WSDOT, solely using state grant funds, shall reimburse the Contractor's allowable expenses incurred in completing the Project described in Scope of Project, above. Allowable Project expenses shall be determined by WSDOT as described in WSDOT's "Guide to Managing Your Public Transportation Grant." In no event shall the total amount reimbursed by WSDOT hereunder exceed the state share identified in the space titled "Project Cost," above.

B. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries.

C. The Contractor's final payment request must be received by WSDOT by July 15, 2005, within 30 days of the completion of the project, or within 30 days of the termination of this Agreement, whichever is sooner. Any payment request received after July 15, 2005 will not be eligible for reimbursement.

Section 8

Assignments, Subcontracts, and Leases

Unless otherwise authorized in advance in writing by WSDOT, the Contractor shall not assign any Project Equipment under this Agreement, or execute any contract, amendment, or change order thereto pertaining to the Project Equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement or lease or lend the Project Equipment or any part thereof to be used by anyone not under the Contractor's supervision.

The Contractor agrees to include Sections 9 through 18 of this Agreement in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement. It is further agreed that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in advertisement or invitation to bid for any procurement by the Contractor under this Agreement:

Statement of Financial Assistance
--

This Agreement is subject to the appropriations of the State of Washington.

Section 9

Reports and Use of Project Equipment

A. The Contractor agrees that the Project Equipment shall be used for the provision of transportation service within the area described in the space titled "Scope of Project", above, for the equipment's useful life. The Contractor further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project Equipment to become subject to any lien, charge, or encumbrance. Should the Contractor unreasonably delay or fail to use the Project Equipment during the useful life of the Project Equipment, the Contractor agrees that it may be required to refund the entire amount of the state share expended on

the Project. The Contractor shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in the "Scope of Project." If the Project Equipment is permanently removed from transportation service, the Contractor agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment. The Contractor understands that the Project Equipment shall be used to provide passenger service levels as described below:

1. A minimum of 100 passenger service miles per vehicle per week, or
2. A minimum of 100 on -way passenger trips per vehicle per week

B. Reports. The Contractor shall advise WSDOT regarding the progress of the Project at such times and in such manner as WSDOT may require, including, but not limited to, interim reports. The Contractor shall keep satisfactory written records with regard to the use of Project Equipment and shall submit the following reports to, and in a form and at such times prescribed by, WSDOT until the useful life of the Project Equipment expires:

1. Reports shall be prepared describing the current usage of Project Equipment and other data as requested by WSDOT in the form of memos, e-mails or telephone requests. Those reports include, but are not limited to:
 - a) Vehicle Ridership.
 - b) Vehicle Mileage.
 - c) Service Hours.
 - d) Equipment Maintenance.
2. In the event any portion of the Project Equipment is damaged and the repair of such damage will cost five hundred dollars or more, the Contractor shall notify WSDOT within seven days after the occasion of the damage, including the circumstances thereof.
3. The Contractor shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.
4. The Contractor shall also submit to WSDOT at the beginning of each calendar year during the Term of Project, a certification that the Project Equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded or reduced.

C. Remedies for Misuse or Noncompliance. The Contractor shall not use any Project Equipment in a manner different from that described in Section 2 of this Agreement. If WSDOT determines that Project Equipment has been used in a manner different from that described in Section 2, WSDOT may direct the Contractor to dispose of the Project Equipment acquired by the Contractor. WSDOT may also withhold payments should it determine that the Contractor has failed to comply with any provision of this Agreement

Section 10

Maintenance of Project Equipment

The Contractor shall make all necessary repairs and reasonably maintain the Project Equipment to assure it remains in good and operational condition until disposition as that term is defined in the "Guide to Managing Your Public Transportation Grant." All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the Contractor's expense. The Contractor agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer, or sooner if needed. The Contractor shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs. The Contractor shall retain records of all maintenance and parts replacement performed on the Project Equipment. The Contractor shall provide copies of such records to WSDOT, upon request.

Section 11

General Compliance Assurance

The Contractor agrees to comply with such instructions as WSDOT may issue to comply with the requirements of United States and Washington State law. The Contractor agrees that, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the Contractor with the provisions of this assurance, but also have the right to seek judicial enforcement with regard to any matter arising. It is understood by the Contractor that this assurance obligates the Contractor and any transferee of the Contractor, or said transferee's successor(s), for the useful life of the Project Equipment.

Sample

Section 12

Purchases

The Contractor shall make purchases of any equipment pursuant to this Agreement through procurement procedures approved in advance by WSDOT and consistent with the following provisions:

- A. **Geographic Restrictions.** The Contractor agrees to refrain from using any state or local geographic preference.
- B. **Government Orders.** In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the parties hereto or either of them, the Contractor shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 13

No Obligation by the State

No contract between the Contractor and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 14

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 15

Ethics

A. **Code of Ethics.** The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts. The code or standards shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor or subrecipient. The Contractor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Contractor's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by subcontractors or subrecipients or their agents.

1. **Personal Conflict of Interest.** The Contractor's code or standards shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported state funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The Contractor's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.

B. **Relationships with Employees and Officers of WSDOT.** The Contractor shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the Contractor rent or purchase any equipment and materials from any employee or officer of WSDOT.

C. **Employment of Former WSDOT Employees.** The Contractor hereby warrants that it shall not engage on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of WSDOT without written consent of WSDOT.

Section 16

Accounting Records

A. **Project Accounts.** The Contractor agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Contractor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Funds Received or Made Available for the Project.** The Contractor agrees to deposit in a financial institution, all advance Project payments it receives and record in the Project account all amounts provided in support of this Agreement.

C. **Documentation of Project Costs and Program Income.** The Contractor agrees to support all costs charged to the Project, including any approved services contributed by the Contractor or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 17

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, and Other Documents.** During the course of the Project and for six years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the Contractor's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The Contractor agrees to obtain any other audits required by WSDOT at Contractor's expense. Project closeout will not alter the Contractor's audit responsibilities.

C. **Inspection.** The Contractor agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. The Contractor agrees to require each third party to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the project.

Section 18

Labor Provisions

Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Section 19

Liens on Equipment

WSDOT shall hold legal title to all vehicles the Contractor acquires or file a lien against any Project Equipment the Contractor modifies using the state share identified in the "Project Cost" of this Agreement. The legal title or lien shall cover the states percentage share of the disposable value of the Project Equipment and may be satisfied only by proper disposal of the Project Equipment in a manner determined by WSDOT in the *Guide to Managing Your Public Transportation Grant*.

Section 20

Loss or Damage to Project Equipment

A. The Contractor, at its own expense, shall cover any loss, theft, damage, or destruction of the Project Equipment using either of the following methods:

1. The Contractor shall maintain comprehensive and collision insurance adequate to cover the value of the Project Equipment; the Contractor shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT;
- or

2. The Contractor shall provide a written certificate of self-insurance to WSDOT. The Contractor will cover from its own resources the costs of repairing or replacing any Project Equipment, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project Equipment does not result in a total loss, payments for damage shall be paid directly to the Contractor. The Contractor shall, within 30 days, either:

1. Devote all of the insurance proceeds received to repair the Project Equipment and place it back in service, and the Contractor shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
2. In the event the Contractor certified to self-insurance, devote all funds necessary to repair the Project Equipment and place it back into service.

C. If the Project equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The Contractor shall within 60 days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project equipment; or
2. Does not intend to replace the lost Project Equipment

If WSDOT determines that the total loss occurred under circumstances in which the Contractor fulfilled its obligations under this Agreement, WSDOT will either pay or rebate to the Contractor its proportionate share of such proceeds received.

D. Coverage, if obtained or provided by the Contractor in compliance with this section, shall not be deemed as having relieved the Contractor of any liability in excess of such coverage as required by the limitation of liability section of this Agreement, or otherwise.

Section 21

Coordination of Special Needs Transportation

It is the policy of the WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the Contractor is required to participate in local transportation coordination coalitions in their service area that are sponsored by the Agency Council on Coordinated Transportation (ACCT).

Section 22

Protection of Sensitive Security Information

To the extent applicable, the Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. 40119(b), with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

Section 23

State, Territorial, and Local Law

Except when a Federal statute or regulation pre-empts state, local, or territorial law, no provision of this Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state, territorial, or local law. Thus if any provision or compliance with any provision of this Agreement violate state, territorial, or local law, or would require the Contractor to violate state, territorial, or local law, the Contractor agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

Section 24

Limitation of Liability

The Contractor shall indemnify and hold harmless WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this Agreement and/or the contractors performance or failure to perform any aspect of this Agreement. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts omissions of the Contractor, its agents, employees and officers. Provided, however, that nothing herein shall require the contractor to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this agreement.

The Contractor's relation to the WSDOT shall be at all times as an independent contractor.

The Contractor specifically assumes potential liability for actions brought by Contractors employees and/or subcontractors and solely for the purposes of this indemnification and defense, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 revised Code of Washington.

In the event either the Contractor or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of the Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

Section 25

Changed Conditions Affecting Performance

The Contractor hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

Section 26

Agreement Modifications

Either party may request changes in these provisions. Such changes, which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

Section 27

Termination

A. **Termination for Convenience.** WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the states best interest or convenience for reasons including, but not limited to, the following:

1. The requisite state funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds;
3. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor.

In the case of a termination for the best interests or convenience of WSDOT, the Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WSDOT. If the Contractor has any property in its possession belonging to WSDOT, the Contractor will account for the same, and dispose of it in the manner WSDOT directs.

B. **Termination for Default.** If the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

1. Takes any action pertaining to this Agreement without the approval of WSDOT, and which under the procedures of this Agreement would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this Agreement, provisions identified in WSDOT's "Guide to Managing Your Grant," Washington state laws, or local governmental laws under which the Contractor operates;
3. Abuses or misuses the equipment, including, but not limited to:
 - a. Failure to maintain a vehicle according to the manufacturer's standards,
 - b. Failure to repair damages or replace defective or broken parts in a timely manner, or
 - c. Failure to take any action which could affect the ability of the Project equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d. Fails to perform in the manner called for in this Agreement or fails to comply with, or is in violation of, any provision of this Agreement then WSDOT may terminate this contract for default. Termination by default, hereunder, shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. If it is later determined by WSDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the

control of the Contractor, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to WSDOT's satisfaction the breach or default to any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from WSDOT setting forth the nature of said breach or default WSDOT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that WSDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Section 28 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the Contractor constitute or be construed as a waiver by WSDOT of any Contractor breach, or default which and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 29 WSDOT Advice

The Contractor bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. If the Contractor seeks advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the Contractor for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the Contractor.

Section 30 Subrogation

A. **Prior to Subrogation.** WSDOT may require the Contractor to take such action as may be necessary or appropriate to preserve the Contractor's right to recover damages from any person or organization alleged to be legally responsible for injury to the equipment or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the Contractor to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the Contractor shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The Contractor shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the Contractor shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project equipment. The Contractor shall attend hearings and trials, assist in securing and giving evidence, and obtain the attendance of witnesses.

Section 31 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 32 Disputes

A. **Disputes.** Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WSDOT. This decision shall be final and conclusive unless

within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of WSDOT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of WSDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Dispute. Unless otherwise directed by WSDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages. Should either party to the Contract suffer injury or damage to person, property, or right because of any act or omission of the other party or any of that party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the WSDOT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or otherwise in a the Superior Court of the State of Washington, situate at Thurston County.

E. Rights and Remedies. All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the parties hereto. No action or failure to act by the WSDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 33

Venue and Process

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The Contractor hereby accepts the issuing and service of process by registered mail at the mailing address shown in the heading of this agreement under Contractor.

Section 34

Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

Section 35

Section Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Section 36

Execution and Acceptance

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 37
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 38
Affect of Invalidity of Any Provision Hereof

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 39
Execution

This Agreement is executed by the Director, Public Transportation and Rail Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation and Rail Division, or as a designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
JUDY GINIGER
Director, Public Transportation and Rail Division

Date: _____

Approved as to form:

By: JEANNE A. CUSHMAN, Assistant Attorney General
Counsel to the Public Transportation and Rail Division

Date: April 9, 2004

1:PT

CONTRACTOR

By: _____
Print Name: _____
Print Title: _____

Who by this signature certifies their authority to execute this Agreement on behalf of the Contractor.

Date: _____

State Contract – Operating Assistance

State Of Washington Operating Assistance Agreement	CONTRACTOR
PROJECT COST State Share Contractor Share Total Cost	
AGREEMENT NUMBER GCA	Scope of Project:
Term of Project:	Service Area:

THIS AGREEMENT, entered into by the Washington State Department of Transportation (hereinafter referred to as “WSDOT”) and the contractor identified above (hereinafter referred to as the “Contractor”), WITNESSETH THAT:

WHEREAS, the State of Washington has appropriated Rural Mobility Funds to provide transportation to the residents in the State of Washington; and

WHEREAS, the State of Washington has appropriated ParaTransit/Special Needs Funds to provide transportation to the residents who have special needs; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the Contractor agree to the following terms and conditions:

Section 1

Purpose of Agreement

The purpose of this Agreement is to provide for operating funds to be used for the provision of transportation services to the residents of rural areas and to the residents with special needs (hereinafter referred to as “Project”), by the Contractor and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2

Scope of Project

The Contractor shall undertake and complete the Project described in the space titled “Scope of Project,” above in accordance with the terms and conditions of this Agreement. The Contractor shall commence, perform, and complete the Project within the period of time defined in the space within the caption of this Agreement entitled “Term of Project”.

Section 3

Contractor’s Share of Project Costs

The cost of the Project shall be in the amount indicated in the space titled “Project Cost,” above, and shall be borne in the manner described therein. The Contractor agrees to expend eligible funds, together with the local funds allocated for the Project, in an amount sufficient to assure payment of the total cost. The Contractor further agrees that there shall be no reduction in the amount specified as the Contractor’s share unless there is a concurrent proportional reduction in the state share. If at any time the Contractor becomes aware that the cost which it expects to incur in the performance of the Agreement will exceed or be substantially less than the amount indicated in the space titled Total Project Cost, above, the Contractor shall notify WSDOT promptly in writing to that effect.

Section 4 Reimbursement

A. WSDOT, solely using state grant funds, shall reimburse the Contractor for the state share of the Contractor's allowable expenses incurred in completing the Project as described in Scope of Project, above. Allowable Project expenses shall be determined by WSDOT as described in WSDOT's "Guide to Managing Your Public Transportation Grant", which by reference is incorporated herein." In no event shall the total amount reimbursed by WSDOT hereunder exceed the state share identified in the space entitled "Project Cost," above.

B. Payment will be made by WSDOT on an incremental reimbursable basis. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The Contractor's final payment request must be received by WSDOT by July 15, 2005, within 30 days of the completion of the project, or within 30 days of the termination of this Agreement, whichever is sooner. Any payment request received after July 15, 2005 will not be eligible for reimbursement.

Section 5 Assignments and Subcontracts,

Unless otherwise authorized in writing and in advance by WSDOT, the Contractor shall not assign any portion of the project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any assignee with respect to its rights and responsibilities under this Agreement.

The Contractor agrees to include Sections 10 through 14 of this Agreement in each subcontract; and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this Agreement. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in advertisement or invitation to bid for any procurement by the Contractor under this Agreement:

Statement of Financial Assistance

This Agreement is subject to appropriations of the State of Washington.

Section 6 Reports

The Contractor shall prepare reports regarding services provided pursuant to this Agreement and other related information, for such periods of time and with such frequency as may be prescribed by WSDOT. Those reports include, but are not limited to:

- A. Passenger Trips Provided
- B. Project Service Hours Provided
- C. Project Revenue Miles Provided
- D. Narrative Progress Report
- E. Financial Status of Project

Section 7 General Compliance Assurance

The Contractor agrees to comply with such instructions as prescribed in WSDOT's "Guide to Managing Your Public Transportation Grant" and to comply with the requirements of United States and Washington State law. The Contractor agrees that, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the Contractor with the provisions of this Contract but also have the right to seek judicial enforcement with regard to any matter arising under the Contract.

Section 8

No Obligation by the State Government

No contract between the Contractor and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Contractor hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

Section 9

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 10

Ethics

A. **Code of Ethics.** The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts. The code or standards shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor or subrecipient. The Contractor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Contractor's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by subcontractors or subrecipients or their agents.

1. **Personal Conflict of Interest.** The Contractor's code or standards shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by state funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The Contractor's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.

B. **Relationships with Employees and Officers of WSDOT.** The Contractor shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the Contractor rent or purchase any equipment and materials from any employee or officer of WSDOT.

C. **Employment of Former WSDOT Employees.** The Contractor hereby warrants that it shall not engage on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of WSDOT without written consent of WSDOT.

Section 11

Environmental Protection

The Contractor agrees to comply with all applicable requirements of the State Environmental Policy Act (SEPA) Chapter 43.21C RCW.

Section 12

Accounting Records

A. **Project Accounts.** The Contractor agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Contractor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Funds Received or Made Available for the Project.** The Contractor agrees to deposit in a financial institution, all advance Project payments it receives and record in the Project account all amounts provided by the state in support of this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project.

C. **Documentation of Project Costs and Program Income.** The Contractor agrees to support all costs charged to the Project, including any approved services contributed by the Contractor or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 13

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, and Other Documents.** During the course of the Project and for six years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the Contractor's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The Contractor agrees to obtain any other audits required by WSDOT at Contractor's expense. Project closeout will not alter the Contractor's audit responsibilities.

C. **Inspection.** The Contractor agrees to permit WSDOT, the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. The Contractor agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 14

Labor Provisions

Overtime Requirements. No contractor or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Section 15

State, Territorial, and Local Law

Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of this Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state, territorial, or local law. Thus if any provision or compliance with any provision of this Agreement violate state, territorial, or local law, or would require the Contractor to violate state, territorial, or local law, the Contractor agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

Section 16

Limitation of Liability

The Contractor shall indemnify and hold harmless WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this Agreement and/or the contractors performance or failure to perform any aspect of this Agreement. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts omissions of the Contractor, its agents, employees and officers. Provided, however, that nothing herein shall require the Contractor to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this agreement.

The Contractor’s relation to the WSDOT shall be at all times as an independent contractor.

The Contractor specifically assumes potential liability for actions brought by Contractors employees and/or subcontractors and solely for the purposes of this indemnification and defense, the contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 revised Code of Washington.

In the event either the Contractor or WSDOT incurs attorney’s fees, costs or other legal expenses to enforce the provisions of this section of the Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

Section 17

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the State. As a condition of assistance, the contractor is required to participate in local transportation coordination coalitions in their service area that are sponsored by the Agency Council on Coordinated Transportation (ACCT).

Section 18

Protection of Sensitive Security Information

To the extent applicable, the Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. 40119(b), with U.S. Transportation Security Administration regulations, “Protection of Sensitive Security Information”, 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

Section 19

Changed Conditions Affecting Performance

The Contractor hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

Section 20

Agreement Modifications

Either party may request changes in these provisions. Any changes to the provisions of this Agreement must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

Section 21

Termination

A. **Termination for Convenience.** WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest or convenience for reasons including, but not limited to, the following:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise;
2. The FTA declares its agreement with WSDOT for this Project null or void, or for any other reason seeks a refund or return of the moneys it has provided to WSDOT for this Project. In this instance, the Contractor shall return all moneys reimbursed to it by WSDOT within sixty (60) days of its receipt of a certified letter to this effect from WSDOT;
3. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
4. The Contractor is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
5. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor.
6. In the case of a termination for the best interests or convenience of WSDOT except for 2 above, the Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WSDOT. If the Contractor has any property in its possession belonging to WSDOT, the Contractor will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor if the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

1. Takes any action pertaining to this Agreement without the approval of WSDOT, which under the procedures of this Agreement would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this Agreement, provisions identified in WSDOT's "Guide to Managing Your Public Transportation Grant," United States of America laws, Washington state laws, or local governmental laws under which the Contractor operates;
3. Fails to perform in the manner called for in this Agreement, or fails to comply with, or is in violation of, any provision of this Agreement, then WSDOT may terminate this Agreement for default. Termination by default hereunder shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. If it is later determined by WSDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to WSDOT's satisfaction the breach or default to any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor or written notice from WSDOT setting forth the nature of said breach or default WSDOT shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that WSDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Section 22 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the Contractor constitute or be construed as a waiver by WSDOT of any Contractor breach, or default which and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 23

WSDOT Advice

The Contractor bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. If the Contractor seeks advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the Contractor for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the Contractor.

Section 24

Subrogation

A. **Prior to Subrogation.** WSDOT may require the Contractor to take such action as may be necessary or appropriate to preserve the Contractor's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the Contractor to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the Contractor shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The Contractor shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the Contractor shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The Contractor shall attend hearings and trials, assist in securing and giving evidence, and obtain the attendance of witnesses.

Section 25

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 26

Disputes

A. **Disputes.** Disputes arising in the performance of obligations under this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WSDOT. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the Contractor delivers a written appeal to the authorized representative of WSDOT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of WSDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

C. **Claims for Damages.** Should either party to this Agreement suffer injury or damage to person, property, or right because of any act or omission of the other party or any of that party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the parties hereto. No action or failure to act by the WSDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 27
Venue and Process

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The Contractor hereby accepts the issuing and service of process by registered mail at the mailing address shown in the heading of this agreement under Contractor.

Section 28
Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

Section 29
Section Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Section 30
Execution and Acceptance

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 31
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 32
Affect of Invalidity of Any Provision Hereof

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 33
Execution

This Agreement is executed by the Director, Public Transportation and Rail Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation and Rail Division, or as a designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

By: _____
JUDY GINIGER
Director, Public Transportation and Rail Division

By: _____
Print Name: _____

Print Title: _____
Who by this signature certifies their authority to execute
this Agreement on behalf of the Contractor.

Date: _____

Date: _____

Approved as to form:

By: JEANNE A. CUSHMAN, Assistant Attorney General
Counsel to the Public Transportation and Rail Division

Date: April 9, 2004

1:PTI

Sample

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sample

Appendix F

Transit Agencies and Contacts

Ben Franklin Transit

1000 Columbia Park Trail
Richland, WA 99352-4764

(509) 735- 4131 or 1-888-596-9615
Fax (509) 735-1800
Internet Homepage: <http://www.bft.org>

General Manager	Timothy J. Fredrickson
(509) 734-5118	timjfred@bft.org

Clallam Transit System

830 West Lauridsen Boulevard
Port Angeles, WA 98363-2300

(360) 452-1315
Fax (360) 452-1316
Email: Info@clallamtransit.com
Internet Homepage: <http://www.clallamtransit.com>

General Manager	Dan Di Guilio
(360) 452-1315	diguilio@clallamtransit.com

Community Transit

7100 Hardeson Road
Everett, WA 98203-5834

(425) 353-RIDE or 1-800-562-1375
Fax (425) 438-6140
Internet Homepage: <http://www.commtrans.org>

Executive Director	Joyce F. Olson
(425) 348-7102	joyce.olson@commtrans.org

C-TRAN

P.O. Box 2529
Vancouver, WA 98668-2529

Location:
2524 NE 65th Avenue
Vancouver, WA 98661-6812

(360) 696-4494
Fax (360) 696-4494
Internet Homepage: <http://www.c-tran.com/>

Executive Director Lynne Griffith
(360) 906-7303 lynneg@c-tran.org

Community Urban Bus Service (CUBS)

(Cowlitz Transportation Authority)
City of Longview
P.O. Box 128
Longview, WA 98632-7080

Location:
254 Oregon Way
Longview, WA 98632-1134

(360) 442-5663
Fax (360) 442-5959
Internet Homepage: <http://www.cubs-bus.com>

Street & Transit Superintendent Steve Harris
(360) 442-5660 steve.harris@ci.longview.wa.us

Everett Transit

3225 Cedar Street
Everett, WA 98201-4515

(425) 257-8803
Fax (425) 257-8945
Internet Homepage: <http://www.everetttransit.org>

Transportation Services Director Paul Kaftanski
(425) 257-8806 pkaftanski@ci.everett.wa.us

Garfield County Transportation

P.O. Box 23
Pomeroy, WA 99347-0023

Location:
695 Main Street
Pomeroy, WA 99347-9667

(509) 843-3563
Fax (509) 843-3763

Transportation Coordinator
(509) 843-3563

Grant Transit Authority

P.O. Box 10
Ephrata, WA 98823-0010

(509) 754-1075 or 1-888-482-2877

Fax (509) 754-1170

Internet Homepage: <http://www.gta-ride.com>

Jan Z orb

jzorb@co.garfield.wa.us

Location:

210 W Division

Suite 102

Ephrata, WA 98823-2702

Interim Transit Manager
(509) 754-1075

John Escure

gta@gta-ride.com

Grays Harbor Transportation Authority

705 30th Street

Hoquiam, WA 98550-4237

(360) 532-2770

Fax (360) 532-2784

Internet Homepage: <http://www.ghtransit.com>

Manager
(360) 532-2770

Dave Rostedt

ghtransit@ghtransit.com

Intercity Transit

P.O. Box 659

Olympia, WA 98507-0659

Location:

526 Pattison SE

Olympia, WA 98501-2076

(360) 786-8585 or 1-800-BUSMEIT (287-6348)

Fax (360) 357-6184

Internet Homepage: <http://www.intercitytransit.com>

General Manager
(360) 705-5855

Mike Harbour

mharbour@intercitytransit.com

Island Transit

P.O. Box 1735

Coupeville, WA 98239-1735

Location:

19758 State Route 20

Coupeville, WA 98239-9656

(360) 678-7771 or (360) 321-6688

Fax (360) 678-4353
Internet Homepage: <http://www.islandtransit.org/>

Executive Director Martha Rose
(360) 678-7771 rose@islandtransit.org

Jefferson Transit Authority
1615 West Sims Way
Port Townsend, WA 98368-3090

(360) 385-4777 or (800)371-0497
Fax (360) 385-2321
Internet Homepage: <http://www.jeffersontransit.com>

General Manager David Turissini
(360) 385-3020 ext.107 dturissini@jeffersontransit.com

King County Department of Transportation
Metro Transit Division
201 S. Jackson Street, KSC-TR-0415
Seattle, WA 98104-3856

(206) 296-0100 or 1-800-325-6165
Fax (206) 684-1778
Internet Homepage: <http://transit.metrokc.gov/>

Director of Transportation Harold Taniguchi
(206) 684-1441 harold.taniguchi@metrokc.gov

Kitsap Transit
200 Charles Blvd
Bremerton, WA 98312-4199

(360) 479-6962 or 1-800-501-7433
Fax (360) 377-7086
Internet Homepage: <http://www.kitsaptransit.org>

Executive Director Richard M. Hayes
(360) 478-6230 ktexecutive@kitsaptransit.com

Link Transit
Maintenance and Operations Base

2700 Euclid Avenue
Wenatchee, WA 98801-5914

(509) 662-1155

Fax (509) 662-1595

Internet Homepage: <http://www.linktransit.com>

Second Location:

Columbia Station Intermodal Center
399 South Columbia Street
Wenatchee, WA 98801-6144

General Manager

(509) 662-1076

Richard DeRock

richard@linktransit.com

Mason County Transportation Authority

P.O. Box 1880

Shelton, WA 98584-5018

Location:

2505 Olympia Hwy N. Suite 140
Shelton, WA 98584-5018

(360) 426-9434 or 1-800-281-9434

Fax (360) 426-0899

Customer Service Center (360) 427-5033 or (800) 374-3747

Internet Homepage: <http://www.masontransit.org>

General Manager

(360) 426-9434 ext 120

Dave O'Connell

mctadoc@masontransit.org

Pacific Transit

216 North Second Street

Raymond, WA 98577-2421

Second Location:

2750 Pacific Way
Seaview, WA

(360) 875-9418

Fax (360) 942-3193

Director

(360) 875-9418

Tim Russ

pactran@willapabay.org

Pierce Transit

P.O. Box 99070

Lakewood, WA 98499-0070

Location:

3701 96th Street SW
Lakewood, WA 98499-4431

(253) 581-8080 or 1-800-562-8109

Fax (253) 581-8075

Internet Homepage: <http://www.piercetransit.org>

Chief Executive Office

(253) 581-8010

Don S. Monroe

dmonroe@piercetransit.org

Pullman Transit

775 NW Guy St
Pullman, WA 99163-3001

(509) 332-6535

Fax (509) 332-6590

Internet Homepage: <http://www.pullmantransit.com/>

Transit Manager

(509) 338-3248

Rod Thornton

rod.thornton@ci.pullman.wa.us

Skagit Transit (SKAT)

600 County Shop Lane
Burlington, WA 98233-9772

(360) 757-8801

Fax (360) 757-8019

Internet Homepage: <http://www.skat.org>

Executive Director

(360) 757-8801

Dale O'Brien

dobrien@skat.org

Spokane Transit Authority

1230 West Boone Avenue
Spokane, WA 99201-2686

(509) 325-6000

Fax (509) 325-6036

Internet Homepage: <http://www.spokanetransit.com>

Chief Executive Officer

(509) 325-6095

Kim Zentz

kzentz@spokanetransit.com

Twin Transit

212 East Locust Street
Centralia, WA 98531-4136

(360) 330-2072

Fax (360) 330-2073

General Manager

Ernest Graichen

(360) 330-2072

mgr.twintrn@localaccess.com

Valley Transit

1401 West Rose Street
Walla Walla, WA 99362-1687

(509) 525-9140

Fax (509) 525-9142

Internet Homepage: <http://www.valleytransit.com>

General Manager

Dick Fondahn

(509) 525-9140 x 12

dick@valleytransit.com

Whatcom Transportation Authority

4111 Bakerview Spur Rd
Bellingham, WA 98225-8056

(360) 676-6843 or (360) 676-RIDE (7433)

Fax (360) 738-7302

Internet Homepage: <http://www.ridewta.com>

General Manager

Richard G. Walsh

(360) 738-4581

richardw@ridewta.com

Yakima Transit

City of Yakima, Transit Division
2301 Fruitvale Boulevard
Yakima, WA 98902-1225

(509) 575-6175

Fax (509) 576-6414

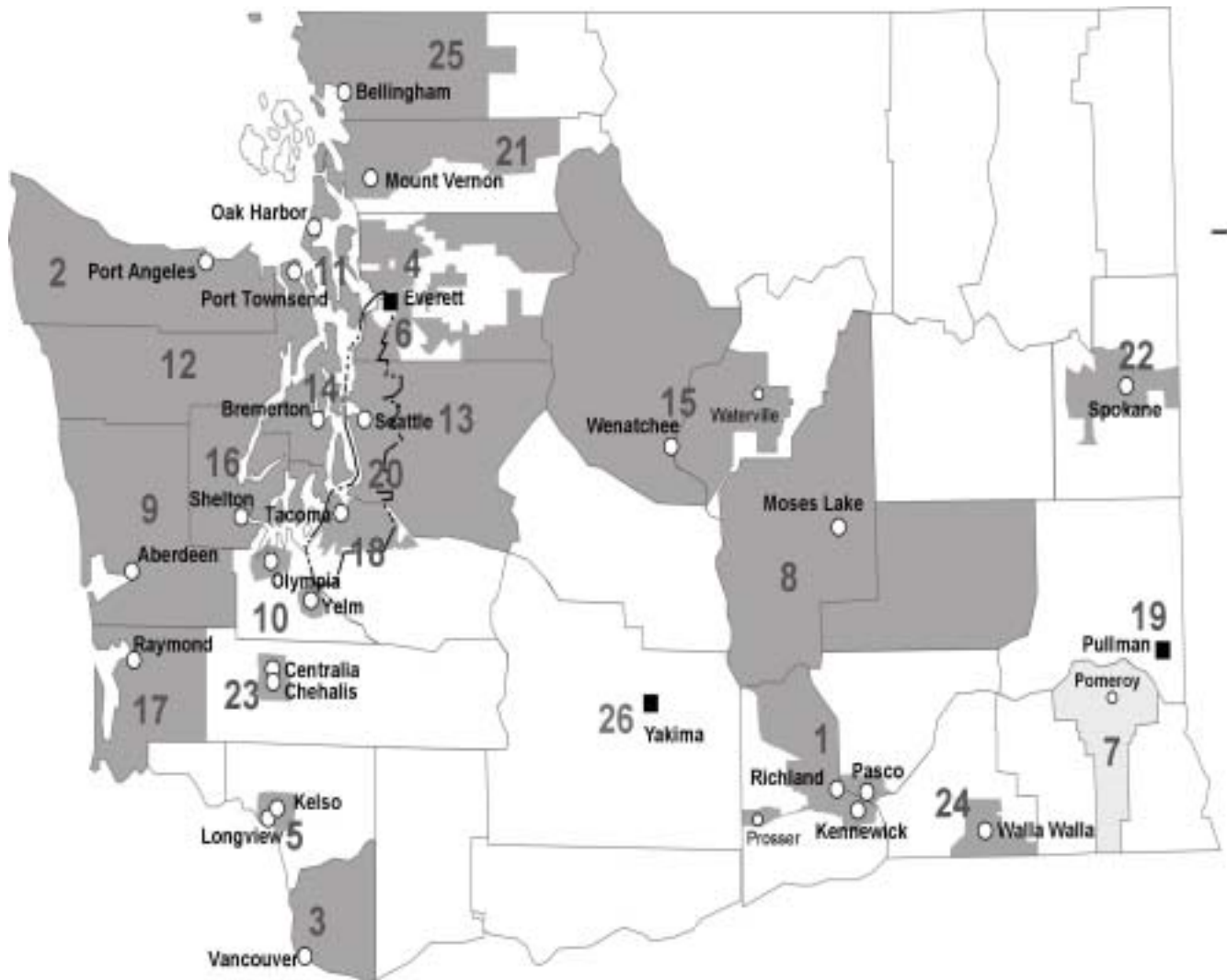
Internet Homepage: <http://www.ci.yakima.wa.us/services/transit>

Transit Manager

Ken Mehin

(509) 576-6175

kmehin@ci.yakima.wa.us



Appendix G

ACCT Coordination Coalitions and Contact Persons

County and Contact(s)	Phone	Fax	E-mail
Asotin/Whitman Karl Johanson Council on Aging and Human Services P.O. Box 107 Colfax, WA 99111	(509) 397-4611	(509) 397-2917	karlj2@adelphia.net
Chelan/Douglas/ Okanogan Richard DeRock LINK Transit 2700 Euclid Avenue Wenatchee, WA 98801 and Deanne Konsack, Transp. Coordinator Okanogan Co. Senior Citizens Assn. P.O. Box 3699 Omak, Wa 98841	(509) 662-1076 (509) 826-4391	(509) 662-1595 (509) 662-1595	richard@linktransit.com dkonsack@bossig.com
Clallam Tim Hockett Olympic Community Action Programs 505 E. Eighth Port Angeles, WA 98362	(360) 452-4726	(360) 457-4331	thockett@olycap.org
Grant/Adams Kathy Parker and Debbie Greene People For People P.O. Box 1777 Moses Lake, WA 98837	(509) 765-5047 ext. 290 (509) 765-5047 ext. 293	(509) 766-6034	kparker@pfp.org dgreene@pfp.org

County and Contact(s)	Phone	Fax	E-mail
Grays Harbor/Pacific Troy Colley Coastal Community Action Program 117 East Third Aberdeen, WA 98520	(360) 533-5100 ext. 116	(360) 532-4623	troyc@coastalcap.org
Jefferson Jefferson Transit Dave Turissini, General Manager and Melanie Bozak 1615 West Sims Way Port Townsend, WA 98368	(360) 385-3020 ext. 107 (360) 385-3020 ext. 107		dturissini@jeffersontransit.com mbozak@jeffersontransit.com
King Margaret Casey City of Seattle Human Services Dept. 618 Second Avenue Suite 1020 Seattle WA 98104-2232	(206) 684-0662		margaret.casey@seattle.gov
Kittitas Matt Fadich Kittitas Community Action Council 204 East 6th Avenue Ellensburg, WA 98926	(509) 925-1448	(509) 925-1204	matt@kcac.org
Lincoln Linda Piazza Lincoln County Housing Authority P.O. Box 517 Davenport, WA 99122	(509) 725-0393	(509) 725-0236	lindap@lincolncounty-wa.com

County and Contact(s)	Phone	Fax	E-mail
Mason Dave O'Connell Mason County Transportation Authority P.O. Box 1880 Shelton, WA 98584	(360) 426-9434	(360) 426-0899	mctadoc@cco.net
Pend Oreille Kelly Scalf Director Rural Resources Community Action 956 S. Main, Suite A Colville WA 99114	(509) 684-8421 ext. 253	(509) 684-5787	kscalf@ruralresources.org
Pierce Tim Payne Pierce Transit 3701 96 th ST SW PO Box 99070 Tacoma WA 98499-0070 and Jacklyn Montgomery Pierce County Community Action Programs 8811 South Tacoma Way Lakewood, WA 98499 and Faith Trimble	(253) 581-8127 (253) 798-2831 (360) 352-9926	(253) 581-8075 (253) 798-6628 (760) 491-3555	paynet@piercetransit.org jmontgo@co.pierce.wa.us faithtrimble@olywa.net
Snohomish Marty Bishop and Melissa Rogers Snohomish County Human Services 2722 Colby Avenue Suite 104 Everett, WA 98201	(425) 388-7207	(425) 259-1444	marty.bishop@co.snohomish.wa.us

County and Contact(s)	Phone	Fax	E-mail
Spokane Joanne Murcar Community Colleges of Spokane 501 N Riverpoint Blvd Mailstop 1014 Po Box 6000 Spokane WA 99217-6000 and Susanne Croft City of Spokane 801 W Riverside Ave Spokane WA 99201	(509) 434-5172	(509) 434-5180	jmurcar@ccs.spokane.edu scroft@spokanecity.org
Thurston Karen Parkhurst Thurston Regional Planning Council 2404 Heritage Ct. SW #B Olympia, WA 98502	(360) 786-5480	(360) 754-4413	parkhuk@trpc.org
Walla Walla Dick Fondahn Valley Transit 1401 W Rose St Walla Walla WA 99362-1687 and Sharon Saffer Walla Walla County Human Services P.O. Box 1595 310 West Poplar Walla Walla, WA 99362	(509) 525-9140	(509) 525-9142	dick@valleytransit.com ssaffer@co.walla-walla.wa.us
Yakima Linda Kraft	(509) 697-9625		kraftconsulting@charter.net

Appendix H

Coordination Checklist

This list is provided to assist you in identifying the agencies, organizations, and institutions in your community that you could be contacting regarding your project. For more information regarding the coordination of your project, contact Don Chartock, (360) 705-7928 or chartod@wsdot.wa.gov

- ☐ Agency Council on Coordinated Transportation (ACCT) Local Coordinating Coalition
- ☐ Area Agency on Aging
- ☐ Assisted Living Communities
- ☐ City Councils
- ☐ Community Action Program
- ☐ Community Colleges
- ☐ County Commissioners or council
- ☐ DSHS Community Services Office
- ☐ Foundations
- ☐ Group Homes
- ☐ Hospitals and other health care providers
- ☐ Local Medicaid Brokers and/or Providers
- ☐ Local School Districts
- ☐ Major Employers or Employer Organization
- ☐ Non-Profit transportation providers
- ☐ Nursing Homes
- ☐ Other Organizations
- ☐ Private Bus Operators
- ☐ Public Transit District
- ☐ Regional Transportation Planning Organization
- ☐ Retired Senior Volunteer Program
- ☐ Taxicab Operators
- ☐ Tribal Governments
- ☐ Work-First Local Planning Area

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APPENDIX I

Washington State Department of Transportation

**Public Transportation
State and Federal Grant Program**

2005-2007 Application Form

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Washington State Department of Transportation

Public Transportation State and Federal Grant Program

2005-2007 Application Form

Funding request for projects beginning July 1, 2005, and ending June 30, 2007.

SUMMARY SECTION

Complete one SUMMARY SECTION for each application type (operating, capital, project development) per agency/organization.

General Agency Information

Legal Name of Agency:			
Mailing Address:			
Main Office Address:			
Federal ID Number:			
Contact Person:		Telephone Number	
E-Mail Address:		Fax Number	
Legislative District(s)		Congressional District(s)	

Transit Agencies Only

Is this application to be funded by the transit formula funds allocated to your transit agency by the Washington State Legislature: _____ Yes _____ No

Note: If you answered yes to this question, this application will not be considered for evaluation as part of the competitive grant process, but will be funded based on your formula allocation.

Cost Summary

TOTAL COST for all Projects:	\$ _____	
Less fares and/or donations	\$ _____	
NET COST for all Projects		\$ _____
Funding already secured for this project:		
Federal Funds	_____	
State Funds	_____	
Local Cash	_____	
Partnership Funds	_____	
In-Kind Contribution (cash value)	_____	
Less TOTAL MATCHING FUNDS for all Projects:		\$ _____
TOTAL REQUEST in this application:		\$

Type of Grant

What type of grant are you requesting (check one only):

Amount of Request

<input type="checkbox"/>	Capital Grant	\$
<input type="checkbox"/>	Operating Grant	\$
<input type="checkbox"/>	Project Development Grant	\$

Type of Applicant (check one box only):

<input type="checkbox"/>	Rural Public Transit	<input type="checkbox"/>	Small Urban Public Transit	<input type="checkbox"/>	Urban Public Transit
<input type="checkbox"/>	Private Non-Profit Agency	<input type="checkbox"/>	General Purpose Government (City, County)	<input type="checkbox"/>	Private for Profit
<input type="checkbox"/>	Special District (i.e. School, Port)	<input type="checkbox"/>	Tribal Government	<input type="checkbox"/>	State Agency

Would your agency be willing to receive:

Federal funds? (Yes or No) _____

State funds? (Yes or No) _____

Management and Experience

What experience does your agency have with passenger transportation services?

What experience does your agency have in managing grant awards?

- a) Federal Transit Administration funds
- b) Other Federal funds
- c) State funds

END OF SUMMARY SECTION

PROJECT SECTION

Complete one PROJECT SECTION for each project. If submitting multiple projects, please make additional copies of the entire PROJECT SECTION and submit one for each project.

ORDER OF PRIORITY NUMBER _____

Indicate number according to priority of importance to your organization - begin with number one as the highest priority.

Project Title

--

Type of Activity

Describe the type(s) of activity to be funded with this application:

<p>A. Sustain Service</p> <p>_____ Dial a Ride _____ Fixed Route _____ Route Deviated</p> <p>_____ Intercity Bus</p>
<p>B. Expand Service</p> <p>_____ Establish new service area _____ Extend hours of service _____ Reduce Response Time</p> <p>_____ Increase frequency</p>
<p>C. _____ Service to provide employment options</p>
<p>D. _____ Project Development</p>
<p>E. Equipment Replacement</p> <p>_____ Replace vans _____ Replace minibuses _____ Replace Buses</p> <p>_____ Add wheelchair accessibility _____ Replace other equipment</p>
<p>F. Fleet Expansion</p> <p>_____ Establish new service area _____ Extend hours of service _____ Reduce response time</p> <p>_____ Increase vehicle capacity _____ Add vehicles to fleet</p>

Service Level Information

Please provide the Service Level Information requested below for all operating projects and capital projects for rolling stock purchases:

	July 1, 2003 through June 30, 2004	July 1, 2004 through June 30, 2005	July 1, 2005 through June 30, 2007
	(actual)	(budgeted)	(projected 24 mo)
Vehicle Service Hours*			
Vehicle Service Miles**			
Passenger Trips***			

* *Total service hours for all vehicles used for the passenger transportation services described in this project.*

** *Include mileage from all vehicles used for passenger transportation services described in this project.*

*** *Passenger trips include each time a passenger boards a vehicle used for the passenger transportation services described in this project.*

How were your service level estimates developed?

Project Description

1. Provide a detailed description of the project.
2. What is the need for this service, equipment, or project? How did your agency identify the need?
3. If you receive this grant, how will your community benefit? How will you know if the project was a success?
4. Is the project described in this application included in an agency, local, regional, or statewide plan?
_____ Yes _____ No

Comments:

5. Describe your agency's plan to continue the proposed project or to proceed to the next phase following the 2005-2007 biennium.

6. If you received grant funding in the 2003-2005 biennium, what efforts did you make to acquire permanent funding for that project?

7. Describe all your efforts to coordinate, or create partnerships, to support the proposed project.

Financial Information

For Operating and Development Grants

8. For operating and project development grants, please report your agency's transportation operating budget for the past two calendar years. In the far right column, indicate how this grant request would be spent **for this project only** during the 2005-2007 timeframe.

	July 1, 2003 through June 30, 2004	July 1, 2004 through June 30, 2005	July 1, 2005 through June 30, 2007 (24 months)
	(actual)	(budgeted)	(project expenses)
Direct Operating			
Labor & Benefits			
Supplies & Fuel			
Insurance			
Maintenance			
Depreciation (only on assets not paid for with state or federal grant funds)			
Other:			
Contracted Services			
Subtotal:			
Administrative			
Labor & Benefits			
Rent & Utilities			
Consultant Services			
Other:			
Subtotal:			
Total Gross Operating Expenses:			
Less Passenger Fares and Donations:			
Total Net Operating Expenses:			

9. What operating revenue has your agency used in the past two years to operate your passenger transportation services? In the far right column, indicate all sources of funding you will use for matching the grant request **for this project only**.

Revenues

Source	July 1, 2003 through June 30, 2004	July 1, 2004 through June 30, 2005	July 1, 2005 through June 30, 2007 (24 months)
	(actual)	(budgeted)	(local match & project revenues)
Local Funds (list):			
State Funds (list):			*
Federal Funds (list):			*
Other (list):			
Subtotal Operating Revenue:			
Requested Operating/Development Grant:	N/A	N/A	
**Total Operating Revenue:			

**For Projected Revenue, do not include any state or federal funds that are requested in this application.*

***This amount must be equal to **Total Net Operating Expenses** on the previous page.*

Equipment Request

For Capital Projects Only

10. Please indicate your equipment request.

<i>Equipment Description</i>	<i>Quantity</i>	<i>Replace (R) Expand (E)</i>	<i>Unit Cost</i>	<i>Total Cost</i>
			Sub Total	
			Sales Tax	
			Total Est. Cost	
			Less Local Matching Funds for this Project	
			Total Equipment Request for this Project	

Note: *Passenger service vehicles transporting less than 15 persons, including the driver, and used for special needs passenger transportation services are exempt from sales tax per RCW 82.08.0287. Rideshare plates are required to exercise this exemption.*

11. List the Vehicle Identification Number (VIN) of the transportation vehicles that you are requesting to replace with these grant funds.

Vehicle Type	Vehicle Make/Model	Vehicle Year	Vehicle Identification Number (VIN)

12. What is the source of the matching funds for this equipment request?

	Type of Funding	Amount
Federal:		
State:		
Local:		
Other:		

Proposed Project Work Plan

13. Work plan - List all major project tasks and activities in the far left column. Identify the expected project expenditures under the appropriate columns. Indicate whether project tasks are for capital, operating, or development activities.

Tasks/Activities	July 05- Dec 05 (6 months)	Jan 06- June 06 (6 months)	July 06 –June 07 (12 months)
Totals:			

14. Complete the attached Passenger Service Vehicle Inventory Form located on the last page of the application.

Please Note: All applicants must complete the Passenger Service Vehicle Inventory Form. Public transit agencies that have submitted a 2004-2010 Transit Development Plan and a PTMS Vehicle or Asset Inventory may substitute that form for the one provided.

END OF PROJECT SECTION

Supplemental Information

Please provide any additional information that could be useful to the evaluators. Try to keep your comments brief. Also you may use this page to elaborate on information that you have provided in other sections of the application. Indicate the specific question number from this application when providing supplemental information.

Attachments Checklist

	Letters committing matching funds (Required on projects with financial partners)
	Vehicle Inventory (Required on all applications)
	Service area map (Required on all applications)
	Letters of Support (Optional)

Application Authority

I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal and managerial capability to implement and manage the project associated with this application.

NOTE: Your application must be signed by someone authorized to sign contracts on behalf of your organization, such as the Board Chairperson or Chief Executive Officer.

Applicant Agency _____

Project Title _____

Name and Title of Signatory _____

Authorized Signature

Date

Supporting Agencies or Organizations

Required for all Financial Partners

Name of Agency or Organization_____

Print Name and Title of Signatory _____

Signature _____ Date_____

Name of Agency or Organization_____

Print Name and Title of Signatory _____

Signature _____ Date_____

Name of Agency or Organization_____

Print Name and Title of Signatory _____

Signature _____ Date_____

Name of Agency or Organization_____

Print Name and Title of Signatory _____

Signature _____ Date_____

Name of Agency or Organization_____

Print Name and Title of Signatory _____

Signature _____ Date_____

Current Passenger Service Vehicle Inventory

Agency: _____

Inventory Date: _____

[illegible]

* Condition of the vehicle(s) should be ranked as follows:

10 = No major problems, only routine preventative maintenance needed.

8 or 9 = Good working order, requiring only nominal or infrequent minor repairs.

5 to 7 = Requires frequent minor repairs or infrequent major repairs.

2 to 4 = Requires frequent major repairs(less than 6 months between repairs).

1 = In poor condition that continued use presents potential problems.

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